



Nicholls State University

INVITATION TO BID

Date: **05/01/2023** Bid Number: **SB01869**

TITLE: Elevator Maintenance and Repair Contract

SUBMIT BID TO: Nicholls State University
Purchasing Department
bids@nicholls.edu

To maintain the integrity of the bid process,
please **do not cc** any other University email
address when submitting your bid.

Purchasing Department Contacts:
Terry Dupre (985-448-4031)
terry.dupre@nicholls.edu, OR
Evelyn Summers (985-448-4038)
evelyn.summers@nicholls.edu

BID SCHEDULE:

1. DUE DATE/TIME (*email only*): **May 24, 2023 3:00PM**

2. BID OPENING (*Zoom*): <https://nicholls-edu.zoom.us/j/86051135415?pwd=UzNleHYrMG9jWmV6YzNTaTILUWI5UT09>

MEETING ID: 860 5113 5415 PASSWORD: 432254

General Instructions to Bidders

1. Hard copies of sealed bids will no longer be accepted. All bids must be received electronically by the due date and time to be considered.
2. Sealed bids for furnishing the items and/or services specified are hereby solicited, and will be received by the issuing Nicholls State University Campus/Department at the "Submit Bid To" address stated above, until the specified due date and time. Bidder is solely responsible for the timely delivery of bid. The Purchasing Office is not responsible for any delays.
3. Bid submissions must be signed by a person authorized to bind the vendor. In accordance with Louisiana R.S. 39:1594, the person signing the bid must be:
 - (1) any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership or partnership in commendam listed in the most current partnership records on file with the secretary of state; or
 - (2) an authorized representative of the corporation, partnership, or other legal entity and the Bidder submits or provides upon request a corporate resolution, certification as to the corporate principal, or other documents indicating authority which are acceptable to the public entity, including registration on an electronic Internet database maintained by the public entity; or
 - (3) entity has filed in the appropriate records of the secretary of state in which the public entity is located, an affidavit, resolution, or other acknowledged or authentic document indicating the names of all parties authorized to submit bids for public contracts.
4. When bid is submitted by email, **the subject line must show the Solicitation/File No., and the Louisiana Contractors License Number (when a contractor's license number is required in the specification)** and submission must be received by bid deadline.
5. Read the entire solicitation, including all terms, conditions and specifications.
6. All bid information and prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices are to be initialed by the Bidder.
7. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Nicholls State University Destination, unless otherwise provided in the solicitation. Any invoiced delivery charges not quoted and itemized on the Nicholls State University purchase order are subject to rejection and non-payment.
8. Payment terms: Net 30 after receipt of properly executed invoice or delivery and acceptance, whichever is later.
9. By signing this solicitation, the Bidder certifies compliance with all general instructions to Bidders, terms, conditions and specifications; and further certifies that this bid is made without collusion or fraud.

10. MANDATORY bid requirements are detailed immediately following the Standard Terms & Conditions section.
11. Quantities listed in these specifications are approximate and are not guaranteed by the University. The University reserves the right to increase or reduce quantity as needed if in the best interest of the University.
12. Bid Bonds: If a bid bond is required, a bid bond must be submitted for each separate bid response. The bid bond shall be in an amount equal to 5% of the bid price submitted and alternates, if any. The bid security shall be in a form of a bid bond or certified check, or cashiers check.

(PLEASE NOTE THAT A BID BOND MUST BE SIGNED BY THE AGENT OR ATTORNEY-IN-FACT OF THE SURETY.)

(*) The surety or insurance company furnishing the bid bond shall be currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

FOR THIS BID SOLICITATION: BID BOND REQUIRED: ☐ Yes ☒ No

 PERFORMANCE BOND REQUIRED: ☐ Yes ☒ No

 PURCHASE WILL BE EXECUTED WITH: ☒ Purchase Order Only

☐ Purchase Order and Formal Two Party Contract

☐ Formal Two Party Contract Only

STANDARD TERMS & CONDITIONS INVITATION TO BID

These standard terms and conditions shall apply to all Nicholls State University solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

Bids submitted are subject to provisions of the laws of the State of Louisiana, including but not limited to: the Louisiana Procurement Code (R.S. 39:1551-1736); Purchasing Rules and Regulations (Title 34 of the Louisiana Administrative Code); Executive Orders; and the terms, conditions, and specifications stated in this solicitation.

1. **Bid Delivery and Receipt:** To be considered, Bidders may submit bids electronically to bids@nicholls.edu When bid is submitted by email, the subject line must show the Solicitation/File No. and must be received by bid deadline.

Bidders are advised that the U.S. Postal Service does not make deliveries to the Purchasing Office. Bids will no longer be accepted by mail or in person. Bidder is solely responsible for the timely delivery of its bid, and failure to meet the bid due date and time shall result in rejection of the bid.

2. **Bid Forms:** Bids are to be submitted on and in accordance with the Nicholls State University solicitation forms provided, and must be signed by an authorized agent of the vendor. Bids submitted on other forms or in other price formats may be considered informal and may be rejected in part or in its entirety. Bids submitted in pencil and/or bids containing no original signature indicating the Bidder's intent to be bound will not be accepted.
3. **Interpretation of Solicitation/Bidder Inquiries:** If Bidder is in doubt as to the meaning of any part or requirement of this solicitation, Bidder may submit a written request for interpretation to the Nicholls State University Purchasing Contact at the email address on page 1 of this solicitation. Written inquiries must be received in the Nicholls State University Purchasing Department no later than five (5) calendar days prior to the opening of bids, and shall be clearly cross-referenced to the relevant solicitation/specification in question.

No decisions or actions shall be executed by any Bidder as a result of oral discussions with any Nicholls State University employee or consultant. Any interpretation of the documents will be made by formal addendum only, issued by the Nicholls State University Purchasing Department. It is the responsibility of the bidder, prior to submitting their bid, to periodically visit the State of Louisiana Purchasing Department LaPAC website, or contact the Nicholls State University Purchasing Department, to identify if any addendums were issued. Nicholls State University shall not be responsible for any other interpretations or assumptions made by Bidder.

4. **Bid Opening:** In-person bid openings have been suspended for the foreseeable future. Bidders may attend the public bid opening of sealed bids and proposals conducted on Zoom. No information or opinions concerning the ultimate contract award will be given at bid opening or during the evaluation process. Written bid tabulations will not be furnished. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by submitting a written request to the Nicholls State University Purchasing Contact at the email address shown in header.
5. **Special Accommodations:** Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the public bid opening, must notify the Nicholls State University Purchasing Department in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
6. **Standards of Quality:** Any product or service bid shall conform to all applicable federal, state and local laws and regulations, and the specifications contained in the solicitation. Any manufacturer's name, trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model number of the product offered in his bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation.
7. **New Products/Warranty/Patents:** All products bid for purchase must be new, never previously used, of the manufacturer's current model and/or packaging, and of best quality as measured by acceptable trade standards. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified.

The manufacturer's standard published warranty and provisions shall apply, unless more stringent warranties are otherwise required by Nicholls State University and specified in the solicitation. In such cases, the Bidder and/or manufacturer shall honor the specified warranty requirements, and bid prices shall include any premium costs of such coverage.

Bidder guarantees that the products proposed and furnished will not infringe upon any valid patent or trademark; and shall, at its own expense, defend any and all actions or suits charging such infringement, and shall save Nicholls State University harmless.

- 8. Descriptive Information:** Bidders proposing an equivalent brand or model should submit descriptive information (such as literature, technical data, illustrations, etc.) sufficient for Nicholls State University to evaluate quality, suitability, and compliance with the specifications with the bid submission. Failure to submit descriptive information may cause bid to be rejected. Any changes made by Bidder to a manufacturer's published specifications shall be verifiable by the manufacturer. If items bid do not fully comply with specifications, Bidder should state in what respect items deviate. Bidder's failure to note exceptions in its bid will not relieve the Bidder from supplying the actual products requested.
- 9. Bids/Prices/F.O.B. Point**
- The bid price for each item is to be quoted on a "net" basis and F.O.B. Nicholls State University Destination, i.e. title passing upon receipt and inclusive of all delivery charges, any item discounts, etc.
 - Bids other than F.O.B. Nicholls State University Destination may be rejected.
 - Bids indicating estimated freight charges may be rejected.
 - Bids requiring deposits, payment in advance, or C.O.D. terms may be rejected.
 - Bidders who do not quote "net" item prices and who separately quote an overall "lump sum" freight cost or discount for all items shall be considered as submitting an "all-or-none" bid for evaluation and award purposes; and risk rejection if award is made on an item basis.
 - Prices shall be firm for acceptance for a minimum of 30 days, unless otherwise specified. Bids conditioned with shorter acceptance periods may be rejected.
 - Prices are to be quoted in the unit/packaging specified (e.g. each, 12/box, etc), or may be rejected.
 - In the event of extension errors, the unit price bid shall prevail.
- 13. Taxes:** Vendor is responsible for including all applicable taxes in the bid price. Nicholls State University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
- 11. Terms and Conditions:** This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in its bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana.
- 12. Vendor Forms/ Nicholls State University Signature Authority:** The terms and conditions of the Nicholls State University solicitation, purchase order and contract shall solely govern the purchase agreement, and shall not be amended by any vendor contract, form, etc.
- The University's Director of Purchasing or Assistant Director of Purchasing are delegated sole authority to execute/sign any vendor contracts, forms, etc., on behalf of Nicholls State University as a result of any award of the solicitation. Departments are expressly prohibited from signing any vendor forms.
- Any such vendor contracts/forms bearing unauthorized signatures shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom. Vendors who present any such forms to department users for signature without regard to this strict Nicholls State University policy may face contract cancellation, suspension, and/or debarment.
- 13. Awards:** The intent to award this bid on an all-or-none basis to the lowest responsible and responsive Bidder will be stated on the bid form. For bids with several items, Nicholls State University reserves the right: (1) to award items separately, grouped, or on an all-or-none basis, as deemed in its best interest; (2) to reject any or all bids and/or items; and (3) to waive any informalities.
- All solicitation specifications, terms and conditions shall be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.
- 14. Acceptance of Bid:** Only the issuance of an official Nicholls State University purchase order, contract, Notification of Award letter, or a Notification of Intent to Award letter shall constitute the University's acceptance of a bid. Nicholls State University shall not be responsible in any way to a vendor for goods delivered or services rendered without an official purchase order and/or contract.
- 15. Applicable Law:** All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
- 16. Awarded Products/Unauthorized Substitutions:** Only those awarded brands and numbers stated in the Nicholls State University contract are approved for delivery, acceptance, and payment purposes. Any substitutions must be reviewed and approved by the Nicholls State University Purchasing Department prior to awarding the contract. Unauthorized product substitutions are subject to rejection at time of delivery, post-return at vendor's expense, and non-payment.

- 17. Testing/Rejected Goods:** Vendor warrants that the products furnished will be in full conformity with the specification, drawing or sample, and agrees that this warranty shall survive delivery, acceptance, and use. Any defect in any product may cause its rejection. Nicholls State University reserves the right to test products for conformance to specifications both prior to and after any award. Vendor shall bear the cost of testing if product is found to be non-compliant. All rejected goods will be held at vendor's risk and expense, and subject to vendor's prompt disposition. Unless otherwise arranged, rejected goods will be returned to the vendor freight collect.
- 18. Delivery:** Vendor is responsible for making timely delivery in accordance with its quoted delivery terms. Vendor shall promptly notify the Nicholls State University Purchasing Department of any unforeseen delays beyond its control. In such cases, Nicholls State University reserves the right to cancel the order and to make alternative arrangements to meet its needs.
- 19. Default of Vendor:** Failure to deliver within the time specified in the bid/award will constitute a default and may be cause for contract cancellation. Where the University has determined the vendor to be in default, Nicholls State University reserves the right to purchase any or all goods or services covered by the contract on the open market and to surcharge the vendor with costs in excess of the contract price. Until such assessed surcharges have been paid, no subsequent bids from the defaulting vendor will be considered for award.
- 20. Vendor Invoices:** Invoices shall reference the Nicholls State University purchase order number, vendor's packing list/delivery ticket number, shipping/delivery date, etc. Invoices are to be itemized and billed in accordance with the order, show the amount of any prompt payment discount, and submitted on the vendor's own invoice form. Invoices submitted by the vendor's supplier are not acceptable.
- 21. Delinquent Payment Penalties:** Delinquent payment penalties are mandated and governed by Louisiana R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom.
- 22. Assignment of Contract/Contract Proceeds:** Vendor shall not assign, sublet or transfer its contractual responsibilities, or payment proceeds thereof, to another party without the prior written consent and approval of the Nicholls State University Purchasing Department. Unauthorized assignments of contract or assignments of contract proceeds shall be null and void, shall have no legal force, and shall not be recognized by Nicholls State University in any dispute arising therefrom.
- 23. Contract Cancellation/Termination:** Nicholls State University has the right to cancel any contract for cause, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract.
- Nicholls State University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for compliant deliverables in progress.
- 24. Prohibited Contractual Arrangements:** Per Louisiana R.S. 42:1113.A, no public servant, or member of such a public servant's immediate family, or legal entity in which he has a controlling interest shall bid on or enter into any contract, subcontract, or other transaction that is under the supervision or jurisdiction of the agency of such public servant. See statute for complete law, exclusions, and provisions.
- 25. Equal Employment Opportunity Compliance:** By submitting and signing this bid, vendor agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972; federal Executive Order 11246; federal Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Act of 1975; the Americans with Disabilities Act of 1990. Vendor agrees not to discriminate in its employment practices and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sex, age, national origin, veteran status, political affiliation, handicap, disability, or other non-merit factor. Any act of discrimination committed by vendor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.
- 26. Mutual Indemnification:** Each party hereto agrees to indemnify, defend, and hold the other, the State of Louisiana, any governing board, each party's officers, directors, agents and employees harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of the indemnifying party or of its employees, contractors, or agents in performing its obligations under this agreement, provided however, that neither party hereto shall be liable to the other for any consequential damages arising out of its willful act, fault, omission, or negligence.

- 27. Certification of No Suspension or Debarment:** By signing and submitting this bid, Bidder certifies that its company, any subcontractors, or principals thereof, are not suspended or debarred under federal or state laws or regulations. A list of parties who have been suspended or debarred by federal agencies is maintained by the General Services Administration and can be viewed on the internet at www.epls.gov.
- 28. Substitution of Personnel :** If applicable, the University intends to include in any contract resulting from this ITB the following condition:
- Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the University for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's bid.
- 29. Insurance Requirements:** Please note insurance requirements section included in these bid specifications.
- If applicable** to the services procured in this solicitation, the successful Bidder will be required to furnish a certificate of insurance evidencing required coverages and naming the Nicholls State University as an additional insured, and grant a waiver of subrogation on all liability policies.
- 30. Nonperformance:** Successful Bidder is required to perform in strict accordance with all contract specifications, terms, and conditions. Successful Bidder will be advised in writing of nonperformance issues and shall be required to promptly implement corrective actions to ensure contract compliance and to prevent recurrences. In the event the successful Bidder is issued three or more complaints of nonperformance, Nicholls State University reserves the right at its sole discretion to cancel the contract with a ten (10) day written notice. Contract cancellations due to nonperformance may be cause to deem vendor non-responsible in future solicitations.
- 31. Official University Recognized Holidays:** The following is a list of officially recognized University Holidays:
- | | |
|------------------------|----------------------|
| New Year's Day | Juneteenth |
| Martin Luther King Day | July 4 th |
| Mardi Gras Day | Labor Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
- 32. No Smoking Campus:** The Successful Bidder shall be responsible for compliance with all University policies, security measures and vehicle regulations. Specifically, the University is a NO SMOKING campus and all prospective Bidders are cautioned that smoking will not be permitted inside or outside on ANY part of this facility at any time. Any employee who is found to be in violation of this policy will be subject to immediate dismissal.
- 33. Non-Exclusivity:** This agreement is non-exclusive and shall not in any way preclude Nicholls State University from entering into similar agreements and/or arrangements with other Vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
- 34. Contract Amendments:** Requests for contract changes must be made in writing by an authorized agent/signatory of the Vendor and submitted to the Nicholls State University Purchasing Department for prior approval. Requests shall include detailed justification and supporting documentation for the proposed amendment.
- Contract revisions shall be effective only upon approval by Nicholls State University Purchasing Department and issuance of a formal Nicholls State University Contract Amendment. The Vendor shall honor purchase orders issued prior to the approval of any contract amendment as applicable.
- 35. Term of Contract :** The duration of this Contract commences from the date specified herein or date of award notification and continues until University accepts final delivery of all deliverables. Total initial contract period not to exceed Twelve (12) months, unless renewal terms are specified in the solicitation documents.
- All terms of the solicitation shall be firm for the duration of Contract.
- 36. Notification of Fund Appropriation:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Legislature. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriations for the year from exceeding revenues for that year or for any lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

All Bidders should be aware that our Legislative process is such that it is often impossible to give prior notice of the non-appropriation of funds.

37. Number of Bid Response Copies: Each Bidder must submit one (1) signed original bid to the Office of Purchasing at the mailing address specified in this solicitation document. The original must CONTAIN ORIGINAL SIGNATURES of those company officials or agents duly authorized to sign on behalf of the organization. Bidders may be required to mail in the original documents upon award.

38. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL: In accordance with LA R.S. 39:1602:1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel.

The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.

39. PRE-BID MEETING: May 10, 2023 – 9:00 AM – Meet at Maintenance Department Office - 312 Ardoyne Drive, Thibodaux, LA 70301

40. SITE VISIT/CONTACT INFORMATION: If the solicitation requires a site visit, it is the responsibility of the prospective bidder to visit and examine the jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite and for further information, prospective bidder is to contact the Nicholls State University Purchasing Departments at the contacts listed on page 1. It is preferred to have a written record of the correspondence for each site visit request. Please do not contact us by phone to schedule a visit unless you do not receive a response to your email request after 48 hours.

41. PIGGY BACK CLAUSE: Nicholls State University is asking all responding vendors to indicate their willingness to extend the terms of resulting contracts, inclusive of price, to other Louisiana state agencies and/or universities. While this clause in no way commits any state agency and/or university to purchase from the awarded vendor, nor does it guarantee any additional orders will result, it does allow state agencies and/or universities, at their discretion, to make use of the Nicholls State University's competitive process (provided said process satisfies their own procurement guidelines) and purchase directly from the awarded contractor. All purchases made by other state agencies and/or universities shall be understood to be transactions between that state agency and/or university and the awarded vendor. Nicholls State University shall not be responsible for any such purchases.

42. STATE OF LOUISIANA CONTRACTOR'S LICENSE REQUIREMENTS: If a Louisiana Contractor's License Number is Required for the items, work, or services to be performed under this solicitation, then it shall be stated in the bid advertisement that will appear in the Baton Rouge Advocate and the Lafourche Comet of Thibodaux, and it will be stated in the specifications provided with these bid documents.

NOTICE TO VENDORS

LOUISIANA'S HUDSON (SMALL ENTREPRENEURSHIP) AND VETERAN INITIATIVE

The Louisiana Initiative for Small Entrepreneurships (the Hudson Initiative) and the Veteran Initiative (Veteran Small Entrepreneurship) are race and gender neutral goal-oriented programs which encourage State agencies to contract with and encourage contractors who receive contracts from the State to use good faith efforts to utilize certified small entrepreneurships and certified veteran or service-connected disabled veteran owned small entrepreneurships as subcontractors in the performance of the contract. The primary intent of the programs are to provide additional opportunities for Louisiana-based small entrepreneurships that are certified by the Louisiana Department of Economic Development (LED) to participate in contracting and procurement with the State.

Small entrepreneurships that are not currently certified and are interested in participating in procurement and contracting opportunities with the State are encouraged to visit <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/hudson-initiative> or <https://www.opportunitylouisiana.gov/small-business/special-programs-for-small-business/veteran-initiative> for qualification requirements and on-line certification. After certification, businesses are encouraged to register in the [LaGov Supplier Portal](#).

END OF SECTION

MANDATORY BID REQUIREMENTS

Failure to meet all of the listed mandatory requirements will result in rejection of bid without further consideration.

1. **CERTIFICATION STATEMENT:** The Bidder **must** sign and include the Certification Statement as set forth in solicitation document. The signature of Bidder's Authorized Representative **must be an ORIGINAL signature** - not a typed/electronic signature. Documents signed in the DocuSign™ program are the only exceptions to this policy.
2. **BID SHEET/FORM:** The Bidder must submit bid on the form herein provided. The proposal must be signed in ink, and blank space(s) should be filled in for every applicable blank in the UNIT PRICE and EXTENDED TOTAL column. Items left blank will not be awarded to that bidder. It is not necessary to bid on all items. However, if you are not bidding on a particular item, or find a blank that is not applicable to your submission, write "NO BID" or "N/A" in the provided space(s). The Bidder must state the UNIT price (written in ink or typewritten) for each item and shall show the total amount for each item based on the quantities listed.
3. **CONTRACTOR QUALIFICATIONS: REFERENCE LETTERS** – The University reserves the right to verify contractor's qualifications regarding the bid response received, and to request references for verification purposes.
4. **CERTIFICATE OF INSURANCE:** If Insurance is required under this solicitation, it will be stated in the advertisement of the solicitation to appear in the Baton Rouge Advocate and the Daily Comet of Thibodaux, and in the specification provided with these bid documents. Bidder shall submit a certificate of insurance with bid submission or by provide the following information: Policy number, names and addresses of carriers and Agents, amounts of coverage, types of coverage, and effective dates on the bid form enclosed.
5. **ILLUSTRATIVE MATERIALS:** Vendor bidding anything other than exact goods/services specified in these specifications should submit descriptive and illustrative literature with the bid for consideration of award. Failure to do so may be cause for rejection of bid.

CONTACT INFORMATION

ELECTRONIC BID SUBMISSIONS (ONLY) *Do not email questions about the bid to this email address.*

bids@nicholls.edu

Be sure to include the solicitation number in the subject line.

Do not send your submission to any other University email address.

QUESTIONS/CONCERNS ABOUT SPECIFICATIONS

terry.dupre@nicholls.edu OR evelyn.sumemrs@nicholls.edu

Do not email bid submissions to either of these addresses.

To contact Purchasing by phone: 985-448-4038

CAMPUS DELIVERIES

Please send samples or other associated documents when a hard copy is requested or deemed necessary. By

Mail – Nicholls State University

Purchasing Department

PO Box 2052

Thibodaux, LA 70310

By Courier Service: Nicholls State University

Purchasing Department

104 Elkins Hall

Thibodaux, LA 70301

DEFINITIONS

Agent - The University's representative in Purchasing Department who is referred to throughout these documents as singular in number.

Contractor - The person/company who contracts with Nicholls State University to provide the items, services, or to perform the work as called for on these documents who is referred to as singular in number.

Owner –Nicholls State University.

IMPORTANT NOTES:

- 1. VENDOR BIDDING ANYTHING OTHER THAN EXACT GOODS/SERVICES SPECIFIED IN THESE SPECIFICATIONS SHOULD SUBMIT DESCRIPTIVE AND ILLUSTRATIVE LITERATURE WITH BID FOR CONSIDERATION OF AWARD. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF BID.**
- 2. ALL PRICES QUOTED ARE TO REMAIN FIRM UNTIL ALL DELIVERABLE GOODS OR SERVICES ARE RENDERED TO AND ACCEPTED BY NICHOLLS STATE UNIVERSITY.**
- 3. IN THE EVENT OF EXTENSION ERRORS, THE UNIT PRICE ON THE BID FORM SHALL PREVAIL.**
- 4. NICHOLLS STATE UNIVERSITY ADHERES TO NET 30 PAYMENT TERMS. ALL OTHER PAYMENT TERMS MUST BE DISCLOSED WITH BID. BE ADVISED THAT STRICTER PAYMENT TERMS MAY BE CAUSE FOR REJECTION OF BID.**
- 5. QUANTITIES ARE APPROXIMATE AND ARE NOT GUARANTEED BY THE UNIVERSITY. THE UNIVERSITY RESERVES THE RIGHT TO INCREASE OR REDUCE QUANTITY AS NEEDED IF IN THE BEST INTEREST OF THE UNIVERSITY.**
- 6. THE UNIVERSITY RESERVES THE RIGHT TO AWARD PROPOSAL ON AN INDIVIDUAL ITEM BASIS, A COMBINATION OF ITEMS BASIS, OR AS A TOTAL PACKAGE TO ONE VENDOR, WHICHEVER IS IN THE BEST INTEREST OF THE UNIVERSITY.**
- 7. BID SUBMISSIONS MUST DISCLOSE ALL FEES INCLUDING SHIPPING, HANDLING, FREIGHT, FUEL SURCHARGES, ETC.. NO ADDITIONAL FEES WILL BE ACCEPTED AFTER AWARD.**
- 8. FAILURE TO COMPLY WITH ANY MANDATORY REQUIREMENTS SHALL BE CAUSE FOR REJECTION OF BID.**
- 9. TAX EXEMPTION: *Nicholls State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for this or any other project. Nicholls State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing project-related materials.***

END OF SECTION

Elevator Maintenance and Repair Contract for Nicholls State University

I. GENERAL

DISCRIMINATION CLAUSE: The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Any claims or controversies associated with the contract issued as a result of this solicitation will be resolved in accordance with the Louisiana Procurement Code, 39: 1673.

Late payments; if any shall be paid in accordance with R.S. 39: 1695.

TERMINATION FOR CAUSE: The University may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the University shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the University may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract; provided that the Contractor shall give the University written notice specifying the University's failure and a reasonable opportunity for the University to cure the defect.

TERMINATION FOR CONVENIENCE: The University may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

GOVERNING LAW: This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; and applicable executive orders. Venue of any action brought, after exhaustion of administrative remedies, with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, and State of Louisiana.

RECORD OWNERSHIP: All records, reports, documents and other material delivered or transmitted to Contractor by the University shall remain the property of the University, and shall, upon request, be returned by Contractor to the University, at Contractor's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the University, and shall, upon request, be returned by Contractor to the University, at Contractor's expense, at termination or expiration of this contract.

NONASSIGNABILITY: Contractor may assign its interest in the proceeds of this Contract to a bank, trust company, or other financial institution. Within ten calendar days of the assignment, the Contractor shall provide notice of the assignment to the State and the Office of State Procurement. The State will continue to pay the Contractor and will not be obligated to direct payments to the assignee until the State has processed the assignment.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the University. The University's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

AUDITORS: Any authorized agency of the State (e.g. Office of the Legislative Auditor, Inspector General's Office, University Internal Auditors, etc.) and of the Federal Government has the right to inspect and review all books and records pertaining to services rendered under this contract for a period of five years from the date of final payment under the prime contract and any

subcontract. The Contractor and subcontractor shall maintain such books and records for this five-year period and cooperate fully with the authorized auditing agency. Contractor and subcontractor shall comply with federal and state laws authorizing an audit of their operations as a whole, or of specific program activities.

FISCAL FUNDING: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated

Vendor must inspect job site to verify measurements and/or amount of supplies needed prior to bidding. If vendor finds conditions that disagree with the physical lay-out as described in this bid, or other features of the specifications that appear to be in error, same shall be noted on proposal. Failure to do so will be interpreted that bid is as specified.

***** JOBSITE VISIT RECOMMENDED *****

A NON-MANDATORY PRE_BID CONFERENCE SHALL BE HELD ON THE FOLLOWING LOCATION, DATE, AND TIME

WHERE: Nicholls State University Maintenance Building, 312 Ardoyne Drive, Thibodaux, Louisiana, 70301.

WHEN: Wednesday May 10, 2023

TIME: 9:00 AM Central Time

This signed statement certifies that the vendor named below has visited the job site and is familiar with all conditions surrounding fulfillment of the specifications for this project.

VENDOR NAME

NICHOLLS STATE UNIVERSITY

VENDOR SIGNATURE

AGENCY SIGNATURE

1. Any orders resulting from this solicitation will be paid with the new FY funds, if appropriated by the legislature. Delivery cannot be made prior to the date of bid award and your bid prices must be firm for acceptance and delivery accordingly.
2. The term of this contract shall begin on July 01, 2023 and end on June 30, 2024. At the option of the University and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. This contract shall not exceed thirty-six (36) months.
3. Year 2007 Compliance

Vendor certifies that the products acquired under this contract presently meet all the Year 2007 compliance criteria specified by the state and as defined below:

- A. All dates stored by the product on external media shall be stored in a standard date format that includes a 4 digit year representing century and year (CCYY).
- B. The product will not end abnormally or give incorrect results during operation prior to, during, or after the year 2000 as a result of processing, storing, or displaying date data.
- C. Any date calculation software provided by the vendor must produce correct results processing date data within and between the twentieth and twenty-first centuries. This would include any software provided for: computation of date range (time) periods, computation of future dates, leap year determinations, day-of-week determinations, day-of-year determinations, collating sequences used in sorts and merges, comparisons determining which date earlier or later, and any other usual manipulations of date data.
- D. The term "product" as used herein refers to those goods or services supplied by the vendor under this contract. The vendor shall not be held responsible for errors introduced by failure of other products that may exchange data with vendor's product.

Notwithstanding any other provisions to the contrary regarding warranties or remedies for breach, the remedies available to the state shall include forthwith repair or replacement of any provided product whose non-compliance is discovered and reported by the state to the vendor.

NOTICE

Proposal and price sheets, must be completely filled out with detail information requested and supplied with your bid response or your bid will be rejected.

All other documentation listed in the specification shall be provided within 10 days from receipt of request or your bid will be rejected.

In accordance with R.S. 37:2163A contractor's license number must appear on the e-mail subject line when submitting this bid electronically to bids@nicholls.edu on all projects in the amount of \$50,000 or more. All bids not in compliance with this requirement shall be automatically rejected and not read.

For any bid submitted in the amount of fifty thousand dollars or more, the contractor shall certify that he is licensed and show his license number on the bid.

Current Elevator Inspection documents are available in electronic format. Please visit the Nicholls State University Purchasing Department Web Page <https://www.nicholls.edu/purchasing/> Reports are listed under the Heading of Bid Documents, Elevator Maintenance and Repair Contract

The three (3) elevators located in Ellender Library are being replaced currently due to damage received from Hurricane Ida. These elevators will remain under warranty for one (1) year from completion date. Upon the expiration of the warranty period, the contractor awarded the bid will be contacted to provide a price to add these elevators to the contract.

Nicholls State University recently purchased the old Capital One Bank Building located at 203 West Second Street, downtown Thibodaux, Louisiana 70301. This building is currently being renovated. Upon completion of the renovation, and the establishment of communication lines to the building, the University will contract the State's Elevator inspection to inspect the Elevator. At that time, the contractor awarded this bid will be asked to provide a price to be added to this contract. The elevator at the Bayou Region Incubator Building (BRI)

Definitions:

Campus or Department – Nicholls State University

Owner - State of Louisiana - Agency where the vertical transportation is being maintained

II. CONTRACTOR'S DISCLOSURE

I (we) do hereby declare that I (we) have carefully examined the specifications and the contract documents, including all addenda, prepared by the project supervisor of this proposal and I (we) have a clear understanding of said documents and premises, and hereby propose to provide the necessary tools, machinery and apparatus along with other needs necessary to complete the work specified. We will provide all material, furnish all labor and services specified in the contract or called for in the contract documents including permits necessary for the completion of the project or work listed for the sum below.

I (we) also agree to follow requirements, sequence and frequency listed under "maintenance procedures".

If I (we) fail to follow these specifications and document the "maintenance procedures" with the owner or if there is any evidence of fraudulent documentation I (we), will without reservation, freely forfeit the contract along with any monies due from the date of such finding. All materials and labor will be left intact and I (we) will not seek any restitution.

I (we) have read the entire specifications and will not use oversight as an excuse for not fulfilling my (our) obligation.

Contractor: _____ By: _____

Title: _____ Date: _____

Bidders Louisiana State Contractor's License No.: _____

Bidders Louisiana State Fire Marshal License No.: _____

This form should be returned with bid submission

III. SPECIFICATIONS FOR ELEVATOR/ESCLATOR MAINTENANCE

General: Based on these specifications, bids shall be received by, Nicholls State University Purchasing Department for servicing the vertical transportation on the Nicholls State University Campus, hereinafter denoted by the term "department": . The use of the word "vendor" or "contractor" shall be interpreted to be the firm or corporation who has been awarded a contract by the Department. The successful bidder will be required to sign a contract with the department in strict accordance with these specifications for services which includes the contract document.

With the complexity of equipment and the liability exposure of today's vertical transportation it is necessary to not only provide top quality maintenance, but to also have a professional engineering group to verify the quality of material and safe operation of any wiring changes being used or integrated into the system. Also in the case of microprocessor equipment, the vendor shall have complete access to all software and diagnostic programs. Prior to award of the contract, the successful bidder shall demonstrate to the owner ability to comply with this section. For the protection of the owner, passengers and other related exposures connected to fulfillment of this contractual obligation, the bidder will include in this bid, monies for engaging licensed registered professional electrical engineer, with no less than five years experience in specifying elevator materials and verifying wiring changes.

All changes are to be provided to Nicholls State University via electronic disk. The name of the Licensed Registered Professional Electrical Engineer or private consulting group* and/or firm with a Licensed Registered Professional Electrical Engineer on staff committed by letter to this responsibility, along with their address and signature shall be provided in the space for the verification of this information under "engineering responsibility".

Bids will be considered only from bidders who are regularly established in the business called for and who, in the judgment of the department, are financially responsible and able to show evidence of the reliability, ability, experience, facilities, and persons directly employed and supervised by them to render prompt and satisfactory service.

Compliance with the latest edition of ASME A17. 1 Code with and including supplemental adoptions, will be required.

The University reserves the right to add or delete elevators as necessary.

*Licensed in the State of Louisiana

IV. SPECIAL CONDITIONS: The file number of this proposal should be referenced on all correspondence to Nicholls State University. It shall be specifically agreed and understood that the bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined by parties seventy-two (72) hours after the bid opening. Where any award is being considered, bidders shall comply with requests from division of administration or agency personnel to visit their facilities and/or furnish additional information in order to assist evaluating bids.

Bid prices must be firm for a period of sixty (60) days from the date of the bid opening to allow for evaluation if necessary.

If any problems occur or questions arise concerning the "original manufactures parts" or "equal" it shall be the responsibility of the contractor to provide such verification as may be requested by see

V. RECORDS: The contractor shall maintain a complete, orderly and chronological file, including drawings, parts lists specifications and copies of all prepared reports. A record of all callbacks and repairs shall be kept by the contractor indicating any difficulty experienced and the corrective measures taken to eliminate these difficulties. A copy of the elevator/escalator maintenance log furnished with the contract must be filled out and forwarded to Nicholls State University monthly via E-Mail. The reports or trouble calls must be verified and signed by the approved Nicholls State University Maintenance Department personnel, or the designated personnel by the using agency, who will retain a copy. All trouble calls (call backs and repairs) are indicated by a "call ticket" and signed by the contractor and the agency. A copy of these "call tickets" are to be forwarded to the University on a monthly basis.

Guarantee: The contractor agrees to accept all of the equipment, (except as excluded by these specifications), on full maintenance, on the effective date of this contract, unless it is otherwise indicated by a detailed report, on each unit, and attached to his bid. It is also agreed that he will leave the units in the same condition and with the same performance when the contract is terminated, as on the date of the contract is made effective.

The owner reserves the right from time to time to employ others to make such checks as they may deem necessary or advisable. When it is found that any of the unit(s) or vertical transportation is not up to proper standards, safety requirements or tests are not being performed as required by the current ASME code in the State of Louisiana, The Office of Risk Management may exercise any or all of its options as set forth in these specifications. If these demands are not promptly complied with, within fifteen (15) days after receipt of such notice, the State of Louisiana - , Division of Administration and specifically the Office of State Purchasing, may cancel this agreement and enter into an agreement with others to perform such work and deduct the total cost thereof from the contractors monthly charges for maintenance service. In the event the contract has been terminated or has expired, the owner will demand payment from the contractor or his bonding agent for the additional costs incurred.

Nicholls State University reserves the right to act as sole agent in determining if service is satisfactory, including a determination of whether parts need replacing in accordance with ASME A17.1 code. The contractor's failure to comply with the owner's demands in this regard, within ten (10) days of mailing of a certified letter containing such demands, will constitute a circumstance under which the owner may immediately terminate the contract. The owner shall conduct, through the operational unit, periodic inspections to determine the status of individual elevators and/or escalators. This inspection shall be conducted in accordance with a uniform maintenance plan formulated by the Division of Administration. Results and reports of such inspection will be furnished to the contractor and the using agency.

Insurance: Public liability insurance and workman's compensation shall be carried by the contractor and a certificate of insurance shall be furnished at least ten (10) days prior to the effective date of the contract. The limits of such insurance shall be as follows and shall be from a company licensed to do business in the State of Louisiana.

Permits, Licenses, Laws and Taxes:

The contractor shall furnish all necessary permits, licenses, and certificates and comply with all laws or ordinances applicable to the locality of the building site and the State of Louisiana. The contractor shall include in his bid all applicable state, federal or other taxes required.

Contents of the signed agreement: The purchase order and the bidder's specifications will be combined to form the complete contract when the award is made.

VI. INSTRUCTIONS TO BIDDERS:

- A. Project: Maintenance and repair of vertical transportation systems for Nicholls State University
- B. Bids Submitted: Bid Responses must be in accordance with these instructions in order to receive consideration.
- C. Documents: Documents include the bidding requirement, general, supplementary conditions, technical section, plus addenda which may be issued by the Nicholls State University Purchasing Department during the bidding period. See specifications for elevator maintenance page.
- D. Examination of Documents and Site: Bidders shall carefully examine the bidding documents and the sites to obtain first-hand knowledge of the scope and the conditions of the work. Each contractor, by submitting a proposal to perform any portion of the work, represents and warrants that he has examined the specifications and site of the work, and from his own investigation, has satisfied himself as to the scope, accessibility, nature and location of the work; character of the equipment and other facilities needed for the performance of the work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the work. No additional compensation will be allowed by the owner for failure of such contractor or sub-contractor to inform themselves as to the conditions affecting the work.

E. Interpretation of Documents: If any person contemplating submitting a bid for the proposal contract is in doubt as to the meaning of any part of the specifications (project manual) or other proposed contract documents, he may submit to the Nicholls State University Purchasing Department not later than seven (7) working days prior to the date set for opening of bids, a written request for an interpretation or clarification. Bidders should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification will be in the form of an addendum duly issued. No alleged verbal interpretation or rulings will be held binding upon the owner.

F. Substitutions: Conditions governing the submission of substitutions for specific materials, products, equipment, and processes are in the general conditions. Requests for substitutions must be received by the Nicholls State University Purchasing Department, seven (7) working days prior to the established bid date.

G. Addenda: Interpretations, clarifications, additions, deletions, and modifications to the documents during the bidding period will be issued in the form of addenda and a copy of such addenda will be posted to the Office of State Procurement's LaPac system, e-mailed or delivered to each person who has been issued a set of the bidding documents. Addenda will be a part of the bidding documents and contract documents, and receipt of them should be acknowledged in the bid form. Addenda will not be issued within three (3) working days of the established bid date. It is the bidders responsibility to contact the University Purchasing Department and/or the Office of State Procurement's LaPac site to verify if any addenda have been issued.

H. Preparation of Bids: Prices quoted shall include all items of cost, expense, fees and charges incurred or arising out of the performance of the work to be performed under the contract. Any bid on other than the required form will be considered informal and may be rejected. Erasure or changes in the bid should be explained or noted over the initials of the bidder. Bids containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected. Failure to submit all requested information will make the bid irregular and subject to rejection.

I. Submittal of Bids: The "non-collusion affidavit" should NOT be completed and signed by each bidder and submitted with the bid. This form will be requested by the University, and at such time, the bidder shall have 10 days to provide the requested document after receipt of request. Failure to provide the documentation within that time frame will cause rejection of bid. Submit bids by mail or in person prior to the time for receiving bids set forth in the "invitation of bid" to the Nicholls State University Purchasing Department.

VII - SCOPE OF SERVICES

A. General Requirements: The scope of services contained within this invitation to bid both outline and define the various requirements for bidders to provide preventative maintenance and repair for the facilities identified. These services are technically broad and comprehensive in nature; the Contractor will be responsible for all corrective/unscheduled maintenance (excluding documented existing conditions or deficiencies that are known prior to the start of the term of this contract) and repair services along with their associated costs.

The Office of Risk Management website provides elevator inspections for all Office of State Buildings facilities. It is the responsibility of each Contractor to review all University facilities (see bid for facility names) for the most current elevator inspections and contractor deficiencies.

The Contractor will also be responsible for all costs (management, labor, materials, travel, etc.) associated with the preventive/scheduled maintenance (including but not limited to maintenance certifications, inspections, and compliance inspections, including all tests required by the current ANSI/ASME A17.1 Elevator Safety Code.) The Contractor shall develop and implement an effective, consistent and documented Preventive/Scheduled Maintenance (PM) program that targets system performance, life-cycle sustainability, efficient cost management and safety. This PM program will be submitted with proposals for Office of State Buildings approval and to allow the ability to audit the performance of the Contractor's PM program on a regular basis. All planned preventive maintenance work performed under these specifications shall be performed during regular working hours on regular working days, 6:30am to 5:00pm Monday thru Friday.

Through the duration of this contract, the University reserves the right to add or delete buildings or services stated in this BID as deemed necessary.

The Contractor shall furnish all labor, personnel, parts, materials, test equipment including proprietary test equipment, tools, mileage and services in conformance with the specifications within this BID. The Contractor must meet all requirements within this BID. Any bid response not meeting these requirements may be considered deficient.

B. Specifications

1. General: The required services include but are not limited to the following:

The work to be performed by the Contractor under the specifications listed herein shall consist of furnishing all necessary supplies, materials, parts, tools, proprietary testing equipment labor and supervision to provide full preventative maintenance and repair services, including inspections, adjustments and test and replacement of parts as herein specified for all equipment covered under this solicitation, as listed. All parts and materials shall be of a good quality.

Written approval is required from The University Facilities Division prior to installing any necessary equipment.

All existing items and/or equipment installed or attached to any part of the building elevator (including control devices) are the property of the University and any new and/or necessary equipment added to the existing elevator immediately become property of the University.

These items are not to be removed by any contractor under any circumstance unless the University grants written approval. Any deletion of equipment without the University's approval will result in the contractor immediately reinstalling the equipment at their cost.

The Contractor shall utilize only personnel directly employed, trained and supervised by the Contractor and who are properly licensed through the Office of State Fire Marshal in accordance with LA R.S. 40:1664.1 et seq. Maintenance and service personnel shall be qualified to make adjustments and provide necessary maintenance to the equipment. The University reserves the right to request the replacement of any personnel deemed by the University to be unsatisfactory.

The Contractor shall ensure supervision of the maintenance and service personnel by providing a mandatory semi-annual inspection by the Contractor's supervisor staff. The supervisor is mandated to schedule these inspections with the University's representative.

The Contractor shall be required to assist during Municipal and State Inspections, make corrections, and complete on-site certificates, and submit test reports to the University for their use in filing and obtaining operating certificates.

The Contractor will be expected to perform repairs as may be necessary outside of the usual preventative maintenance duties. The Contractor will be responsible for all deficiencies repairs found during all inspections for the term of their contract. The Contractor will be responsible for repairing all of the deficiencies prior to the expiration of their contract with the University. Contractor will prepare an estimate for repairs that are not covered within this specification. No repairs will be performed until written permission is received from the University.

The Contractor must comply with all local and State laws, rules and regulations, specifically including those related to elevator maintenance.

The Contractor shall provide one (1) technician to perform the inspections monthly. It will be required that the technician perform a minimum of 32 hours per month for the elevator inspections required in the specification. The technician must report to the Maintenance Office and provide a time of arrival and must report his/her departure time. Failure to do so may be cause for the University to reduce monthly payments.

The Contractor shall provide one (1) Contract Manager dedicated to performing the tasks of the invitation to bid. The Contract Manager is required to document all preventative maintenance tasks, elevator deficiencies and repair work performed. The Contract Manager will provide a computer generated monthly report showing all activity that has occurred during the month including, but not limited to, names of employees that performed the work, exact locations including floor that repairs or maintenance took place, parts including cost and time to complete the task. The monthly report should also be in electronic format so they can be sent to the University via e-mail for the Monthly meeting. Failure to document required man-hours shall be grounds for cancellation of contract and or payment.

The Contractor is mandated to contact and inform a University representative that work is being performed on all elevator equipment. Failure to comply will result in no access to facility or equipment. (This mandate does not apply to emergency service repair or entrapments).

The Contractor is mandated to have all service and repair tickets signed by a University representative for all repairs and service. A copy of signed service and repair tickets is mandated to be provided to a University representative. Failure to have service tickets signed and a copy provided will result in non-payment of all work performed.

2. Basic Full Service Maintenance:
 - Maintenance Service shall consist of constant, high quality service to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators, resulting in a minimum down time for any portion of the system.

The time of day that each elevator can be shut down for routine maintenance will be scheduled with the University to minimize the disruption caused by the elevators being out of service. If for any reason the elevator should be out of service for more than 60 minutes, the Contractor shall notify the University when the elevator was taken out of service, the reason why, and what time the elevator is expected to be put back into service for proper and safe operation. The Contractor shall be responsible for all signage, on all floors, to inform tenants of elevator outage.

The Contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair and replace the necessary items and components thereof and all other mechanical and electrical equipment. All replacement parts shall be new and specifically designed for the elevators on which they are to be used. Submit a detailed description for your maintenance procedures including routine and methodical examinations and adjustments etc.

All scheduled preventative maintenance calls will be performed during the normal working hours defined as Monday – Friday; 7:00 a.m. to 4:00 p.m. The selected firm must have the ability to respond to all service requests regardless of weather conditions (snow, ice, etc.).

All emergency service calls shall be provided 24 hours a day to minimize downtime and inconvenience. All entrapments are mandated to have a 30 minute response time. If an emergency service call is requested and inspection does not reveal any defect in the systems and equipment the contractor will notify the University 24 Hours, 365 days. Emergency service shall be performed as part of the contract at the hourly rate stated on the bid form..

The Contractor shall be responsible for notifying University representatives, in writing, of the existence or development of any defects in or repairs required to the elevator equipment which the Contractor does not consider to be their responsibility under the terms of the Invitation to Bid. The Contractor is mandated to furnish the University with a written estimate for the cost to correct any such defects; and the University shall make the final determination concerning the responsibility for such defects, corrections or repairs.

The Contractor shall be responsible for giving immediate notice to the University of any conditions which it discovers that may present a hazard to either the equipment or passengers.

Misuse of the term vandalism will not be accepted as extra cost to the University. Vandalism shall be defined as the intent to destroy. Contractor shall immediately notify the University of any misuse, abuse or accidental damage and document incident before owner accepts as extra cost.

3. **Equipment, Wiring and Circuit Changes:** The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized, in writing, by the University. If changes are made, the Contractor is mandated to provide as-built drawing of the modifications.

All wiring diagrams and prints are the property of the University. Any changes made to the diagrams will be duly noted signifying the type of change, the date the change was made, and the name of the person and firm making the change. Prints and diagrams will not be removed from the premises without the written permission of the University.

When microprocessor control is utilized, the diagnostic tools shall be maintained on the job site. The tools shall be listed under verification of qualifications for the type equipment applicable to this requirement. Diagnostic tools will be the property of the University.

4. **Repairs/Callback Services:** The Contractor must make repair/callback services available on a twenty-four (24) hour a day, seven days a week basis. In the event of a failure of the equipment, or to operate properly, the University, at its option, will notify the Contractor and request immediate repair services. Repair/callback service shall be performed as part of the contract without additional charge.

The Contractor shall provide emergency callback service for all elevators on a twenty-four (24) hour a day, seven days a week basis. This emergency callback service shall include but not be limited to minor adjustments or repairs to provide uninterrupted elevator service. Emergency service shall be performed as part of the contract at the hourly rate stated on the bid form.

The Contractor is mandated to provide repair and callback records indicating the reason for the callback, repairs made and status. Dates and initials of service technicians and repair personnel are required for all work. Schedules and records will be made available to the University at all times.

Provide a breakdown of replacement/completion timelines for major and minor repairs. Give examples of such repairs.

5. **Special Conditions:**

Wiring Diagrams: The Contractor shall maintain (the University can access at contractors expense), for each unit serviced, updated wiring diagrams, lubrication charts, and parts ordering manuals in the machine rooms or service spaces. These will become the property of the University and shall remain on the job-site at all times.

Elevator Reports: The Contractor is mandated to maintain a complete written record of all maintenance inspections and deficiencies, testing results, overall conditions and emergency callback, replacement and repair work performed.

Monthly Meetings: The Contractor is mandated to meet with the University on a monthly basis, to discuss the maintenance program, deficiencies, repair schedules, call back reports and other issues. The monthly elevator reports will be sent to the University a minimum of one (1) week in advance of the monthly meeting for review and discussion of items of concern determined by the University.

6. **Maintenance Responsibility:** The Contractor shall keep the elevators maintained to operate at the original contract speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain optimum door openings and door closing times, within legal limits.

The Contractor shall provide a schedule of proposed maintenance visits (and what types of services will be performed at each visit) in its proposal. The schedule will conform to the manufacturer's requirements and will indicate the frequency of adjustments, maintenance and lubrication procedures.

The University reserves the right to make inspections and test as and when deemed advisable. If it is found that the elevators and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and if no life threatening situation exists, it shall be the Contractor's responsibility to make the necessary corrections within sixty (60) days of receipt of such notice. In the event of a life-threatening situation, the Contractor must make the necessary repairs immediately. In the event that the deficiencies have not been corrected within sixty (60) days, or immediately as the case may be, the University may terminate the contract.

7. **Safety Inspections and Testing:** All service and repair work shall be performed in compliance with the most current version of the elevator code, not to include any mandated changes to the existing equipment or operation American Society of Mechanical Engineers Code Elevators, Dumbwaiters, Escalators and Moving Walks, ASME A17.1 including supplemental adoptions will be required and shall be subject to safety inspections by the University. Periodic inspection of the elevators as required by the ASME A17.1 Code should provide personnel who are familiar with the equipment to perform the test. The Contractor is mandated to examine and test all safety devices, and make formal safety tests and inspections as required and outlined in the ASME A17.1 Code.

5 year inspections, compliance tests and any other tests are mandated to be conducted in the presence of the elevator inspector designated by THE UNIVERSITY. Test and inspections shall be performed at intervals specified in the ASME Code and when designated by the elevator inspector designated by THE UNIVERSITY.

It will be the responsibility of the Contractor and the Elevator Inspector to schedule when these tests are due. Once inspection and test schedule is provided to the University, arrangements will be made for each facility to be inspected or tested per schedule. Any conflicts with schedule due to facility needs or other circumstances will be forwarded to Contractor for rescheduling.

After completion of the required safety test, the Contractor must submit a document to the University indicating the following information. The document may be the Contractor's standard form or the ASME Standard form:

- Type of test
- Name of organization performing the test
- Address of Facility being tested
- Elevator identification number
- Car capacity
- Speed
- Type of elevator
- Type of machine
- Manufacturer of Safety
- Type of Safety
- Indication that governor has been checked for proper tripping speed and that the over speed switch is functional
- Type, size and condition of the governor rope before and after the test
- Load at which safety was tested
- Speed at which governor tripped
- Length of marks on each guide rail made by safety laws
- Number of turns remaining on Drum
- Did car or counterweight set level?
- Did governor set satisfactorily?
- Was governor calibrated? At what speed?
- Was safety test satisfactory?
- At what speed and load were buffers tested?

- Was oil level satisfactory after test?
- Indicated plunger compression return time
- Indicate date test was performed
- Signature of individual performing tests
- Any additional remarks which are applicable
- Name of the THE UNIVERSITY elevator inspector/representative witnessing the test
- Copy of results are to be submitted at Quarterly Meeting

After tests have been performed, all safety devices shall be checked and adjusted as required to meet the manufacturer's recommendations. Cars shall not be placed in service until all tests, checks and adjustments are completed and elevators are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of the Contractor's negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor.

8. Firemen's Recall Service: The following ASME Code A-17.1-93 Rule 1206.7 test is mandated to be performed monthly and is the responsibility for the Contractor to perform without additional charge:

EMERGENCY PHONE OPERATION: Emergency phones on all elevators must be checked on a monthly basis and after each and every power failure that affects the buildings. The contractor shall remove phone receiver from phone, or press the call button, and wait for response from a University Police Representative. Once a response is received, the contractor shall inform the University Police representative with elevator number and facility name and that an emergency phone operation test is being conducted. Repeat for next elevator. All elevator emergency phones must ring to the Nicholls State University Police Department on the campus telephone network at extension 4911.

VIII GENERAL MAINTENANCE SPECIFICATIONS: Examine periodically all safety devices and governors and conduct a no-load test annually. Every five (5) years perform a full-load, full-speed test of safety mechanisms, overhead speed governors, car and counterweight buffer. If the tests are due, such tests will be performed at the inception of this contract and thereafter within one week of these dates. Contractor shall be responsible for any elevator equipment damages caused during the performance of any tests. The car balance will be checked and the governor tested and, if required, the governor will be adjusted for proper tripping speed and sealed. Reports shall be submitted to the Office of State Buildings within thirty (30) days for the date the test was made. The report shall include: machine number, manufacturer, type governor, condition, tripping speed, type safety, safety rope pull out, car slide, pull through force of governor, then the governor setting shall be sealed and tagged with date of test and name of the mechanic performing test. All tests will be performed in accordance with the current ASME A17.

All 5 year full load test must be witnessed by the state elevator inspection service contractor. Each visit to the building must be documented and signed (with printed name and signature), by THE UNIVERSITY representative.

Maintain in each building, at all times for immediate delivery and installation, a sufficient supply of emergency parts for repair of each elevator.

Equal parts shall be measured as identical replacement of part or component installed by the manufacturer or a part or component proven superior. In no case shall a part or component with smaller parts or horsepower be considered equal or will a part that requires any modification to existing equipment be acceptable unless the part is a modification recommended by the engineering department of the original manufacturer.

It is understood that parts required to be maintained on the premises remain the property and responsibility of the contractor.

It is absolutely necessary to lubricate, adjust and check operation of all units of vertical transportation at regular intervals and anything less will place the contractor in default. A route sheet shall be furnished for Office of State Buildings and owner's record and follow-ups. All inspections, cleaning and tests will be made at intervals as specified in the maintenance procedures. Inspections shall be made within two (2) days of schedule.

Type Vertical Transportation	Frequency
Gearless Elevators	Monthly
Geared Elevators	Monthly
Hydraulic Elevators	Monthly
Cleaning of Hoist-ways	Each Year
Cleaning of Well-ways	Each Year
Tests current ASME A17. 1	As Required

IX. NOTARIZATION: The contractor awarded the bid will be required to have this form notarized and submitted to Nicholls State University within ten (10) days from receipt of request to provide the document.

Engineering Responsibility

We will use the following licensed registered professional electrical engineer or private consulting group and/or firm with a licensed registered professional electrical engineer on staff which meets the criteria outlined in the specifications. This electrical engineer will be required to have his engineer's seal on all approved wiring, schematic and/or design changes.

Name of Engineering Group and/or Firm _____

Address _____

City of _____ State of _____

Signature: _____

Licensed Professional Electrical Engineer

Title _____

Registration Number: _____

Subscribed and sworn to, this _____ Day of _____ 20____

_____, Notary ID # _____

The contractor's engineering department may make application with the Louisiana State Board of Professional Engineers, 10500 Coursey Blvd., Suite 107, Baton Rouge, LA 708 18-4045. The department understands there will be a waiting period of approximately 60 days to process this application.

X. AFFIDAVIT OF QUALIFICATIONS: In keeping with the specifications, in order to submit a bid, the company or firm must be:

- 1) A licensed Contractor through the Louisiana Contractors Licensing Board, under LA. R.S. 37:2150-2192 for the specialty classification of Elevators Dumbwaiters and Escalators.

The bidder shall provide a copy of their license certification within 10 days of receipt of the request to provide such documentation from the University.

- 2) The Contractor (or Firm) and its mechanics shall be licensed by the Louisiana Office of State Fire Marshal (OSFM) in accordance with LA R.S. 40:1664.1 et seq. or have submitted their applications to the OSFM for licensure prior to their bid submission. The Contractor (or Firm) and its mechanics must have their OSFM issued licenses prior to any work performance.

The bidder shall provide a copy of the firms licensing application and or/certification within 10 days of receipt of the request to provide such documentation from the University.

- 3) The Contractor shall utilize only personnel directly employed, trained and supervised by the Contractor and who are properly trained/licensed through the Office of State Fire Marshal in accordance with LA R.S. 40:1664.1 et seq. Maintenance and service personnel shall be qualified to adjust and provide necessary maintenance to the equipment. Verification of qualification will be requested by the University. The University reserves the right to request the replacement of any personnel deemed by the University to be unsatisfactory.
- 4) The contractor shall have successfully maintained, for a period of twelve (12) months, within the past five (5) years, the following elevator plants of the same type and control to those elevators specified in this bid. In lieu of the above, in qualifying with the specifications, the contractor may submit a list of full time journeyman mechanics which have successfully applied for, and subsequently completed the Licensure requirements of the State of Louisiana Fire Marshal, have maintained elevator plants of the same type and control to those elevators specified in this bid together with a list of the plants, the number of elevators, the address of the elevator plants and the name and telephone number of a contact person at the location of the elevators in question. This information will be required to be submitted within 10 days after receiving the request from the University Purchasing Department. Failure to comply may be cause to reject the bid.

Building Name: Address:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

We also have and own the following tools and written procedure designed specifically for programming and adjusting these elevators. List the tools and also the type of microprocessor applicable to this equipment.

1. _____

2. _____

3. _____

4. _____

Date _____

Signed _____

By _____

(please print or type name)

Title _____

This form should be returned with bid submission

XI. NOTARIZATION OF NON-COLLUSION AFFADAVIT:

The contractor awarded the bid will be required to have this form notarized and submitted to Nicholls State University within ten (10) days from receipt of request to provide the document.

Non-Collusion Affidavit

STATE OF _____

PARISH OF _____

_____, being first duty sworn, deposes and says that:

(1) He is (owner) (partner) (office) (representative) or (agent), of _____ the bidder that has submitted the attached bid:

(2) Such bid is genuine and is not a collusive or sham bid:

(3) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties or interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, to fix any overhead, profit or cost element of the bid price or bid price of any bidder, or to secure through any advantage by using contacts through or any person interested in the proposed contract.

(4) The price or prices quoted in the attached bid are fair and proper and are not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties or interest, including this affidavit.

Subscribed and sworn to, this _____ Day of _____ 20____

_____ Notary ID # _____

XII. CLARIFICATIONS

Maintenance:

A. The maintenance of vertical transportation covered by this contractual agreement shall include all parts, including replacements that have been modified or updated, all labor and the performance of all tests, along with the frequency of examinations as required here-in by these specifications unless specifically excluded.

B. Call backs will NOT include maintenance of car lights and exhaust fans. Items that fall in pit area are to be retrieved and turned into Security. These items will be maintained during regular visits.

Exclusions:

1. Hoist-way entrance frames and door panels.
2. Car enclosure.
3. Finishes.
4. Floor covering.
5. Underground hydraulic casting or buried pipes.
6. Smoke detectors, emergency power switches and other non-elevator controls. (All equipment included in the elevator hoist-way and machine room related to the operation or function of emergency power and firemen's service, phase I and phase II, shall be part of the elevator contract. The point at which these devices are attached to the controller shall be the dividing line between the elevator contractor's responsibility and other contractors). Contractor on scheduled maintenance will schedule and allow other contractors in pit and hoist-ways to service or test non contract devices (i.e. smoke detectors, shunt trips, emergency generators, heat sensors, etc.) at no charge.

Or Equal: Or Equal, shall be measured as identical replacement of part or component installed by the manufacturer or a part or component proven superior. In no case shall a part of component with smaller parts or horsepower be considered equal or will a part that requires any modification to existing equipment be acceptable unless the part is a modification recommended by the engineering department of the original manufacturer.

Performance: Performance shall be measured by that which was designed and built into the original installation. Eliminating the operations or shunting any circuits without written permission shall give the owner the right to terminate the contract.

Non-Performance:

1. If any vertical transportation is out of service for more than seven (7) days, (without permission in advance).
2. If a call is not answered in less than two hours for normal call-outs and ½ hour (30 minutes) for entrapments.
3. Any failure to perform regular inspections within two (2) days of schedule or falsifying records.
4. Failure to correct problems on the third call-back.
5. Failure to follow and document maintenance procedures and frequencies with the owner each trip.
6. Non-compliance with minimum performance standards. Failure to meet the preceding requirements shall give the owner the right to suspend payments for that period of time at regular monthly billing rates or terminate the contract.
7. Failure to submit monthly "call tickets", maintenance records and test reports to Nicholls State University

The owner reserves the right to have a consultant check and make a report on Conditions as he finds them. If such conditions are not corrected by the next report, or the elevator contractor cannot furnish a valid reason for the delay, the owner reserves the right to employ another elevator contractor to complete the work. The accumulated costs of such expenditure will be billed to the contractor as a contractual obligation.

Callbacks: Where overtime callbacks are included in the maintenance contract the elevator contractor may answer the call without obtaining authorization.

Where overtime callbacks are excluded, the contractor must obtain an authorization from one of the persons listed below, otherwise the cost will not be approved nor will payment be made for unauthorized callbacks.

The following are persons who may approve answering an overtime callback.

1. Joseph Guillot, Buildings Operations Manager
2. Danielle Breaux, Director of Facilities
3. Terry P. Braud, Jr., Vice President for Finance and Administration

Nuisance Calls: A nuisance call shall be defined as a call where the elevator shut-down was caused by a known or unknown source, and is out side of the scope of contract but the call is answered by the elevator personnel not knowing the cause. If time at the building is one (1) hour or less (to be documented by a person at the building), the cost is to be absorbed by the contractor. Any fraudulent documentation shall be cause for cancellation of the contract.

XIII. FREQUENCY OF REGULAR EXAMINATIONS: It is absolutely necessary to lubricate, adjust and check operation of all units of vertical transportation at regular intervals and anything less will place the contractor in default. A call-back must be entered in the records as just what it is and will not be listed as an inspection. Inspections will be made on schedule. A route sheet shall be furnished for Nicholls State University and owner's record and follow-ups.

All inspections, cleaning and tests will be made at intervals as specified in the maintenance procedures:

Inspections shall be made within two (2) days of schedule.

Type Vertical Transportation	Frequency
Gearless Elevators	Weekly
Geared Elevators	Semi-Monthly
Hydraulic Elevators	Semi-Monthly
Cleaning of Hoist-ways	Each Year
Cleaning of Well-ways	Each Year
Tests current ASME A17. 1As Required	

Each visit to the building must be documented and signed (with printed name and signature), by the building representative. Invoices will not be paid until the above information is received (copies of your records, which include building representative's signature, with invoices will be satisfactory).

A repair which results in down time or not covered under this contract must be listed as just what it is and must be scheduled with the above office before proceeding.

A check sheet must be maintained in machine rooms marked with dates (not check marks). Obsolete parts must be certified by the manufacturer and approved by the department. If a part becomes obsolete during the period of the contract, it is the contractor's responsibility to replace the part and the owner's responsibility for expenses incurred to perform the modification, i.e. piping, electrical.

The contractor shall (upon request) provide proof of having and successfully maintained five (5) elevators of the same type and control for a period of twelve (12) months within the past five (5) years. In lieu of the above, the contractor shall (upon request) submit a list of full time journeyman mechanics who have successfully maintained five (5) elevators of the same type and control for a period of twelve (12) months within the past five (5) years as stipulated in the affidavit of qualifications. The contractor shall have at a minimum of two (2) mechanics and one (01) helper for each forty (40) elevators, under maintenance in the local area, for the State of Louisiana. Response time shall not require more than 2 hours to arrive at the facility site.

Normal response time shall not be more than two (2) hours. In the event someone is trapped in an elevator (entrapment), the University Police Department will contact University Maintenance Personnel to remove the person trapped in the elevator.

However, the response time shall be the normal response time of 2 hours when it is determined that the contractor is needed to assist the University with removing someone trapped in an elevator, or a repair is required for a malfunction that caused the entrapment. Failure to meet these response times will be just cause for the cancellation of the contract.

It is understood that parts required to be maintained on the premises remain the property and responsibility of the contractor.

Whenever the documents refer to the state employing others to perform inspection services, they will be required to be a certified ASME inspector.

XIV. MINIMUM EQUIPMENT PERFORMANCE STANDARDS AND PREVENTIVE MAINTENANCE REQUIRED UNDER THIS CONTRACT

Frequency of Inspection: Semi-Monthly

Each inspection must be signed by the owner's representative!

Hydraulic Passenger Elevators:

1. Specific Equipment Performance Standards:

A) Call-backs: Nominally 4 to possibly 6 per year, excluding nuisance calls.

2. Minimum expected periodic servicing, checking oiling, and adjustments:

A) Every two weeks: Ride the car and observe operation; correct any problems found.

B) Every 13 weeks: Check adjustment and operation of car doors and door operator - adjust if needed; check landing switches; check guide lubricators and lubricate.

C) Every 26 weeks: Clean and examine saf-t-edge, door guides and fastenings.

D) Every 52 weeks: Clean, oil and adjust all hoist-way doors, check all control switches, car and corridor stations. Check and make sure that all electrical connections are tight.

E) Other: Every five years consideration should be given to the need for oil filtration or replacement. If it is dirty, change the oil, you are being paid to maintain the equipment.

3. Doors and operation - Frequency of inspection and adjustment briefly covered above;

A) Car and hoist-way doors: Clean and lubricate track and hangers as needed. Check back-plate and hanger to door fastenings, relating devices to insure tightness. Check up-thrust adjustment and fastenings (normal 0.010" to track), should clearance exceed 0.035" it should be adjusted. Door relating cables should be taut enough that they will not sag in normal operation of opening and closing but provide some flexibility in door reversal to reduce the shock of reversal on the cable and fastenings. Door interlock adjustment to be set to permit the latch to drop within 3/8" or less of full closure. Check contact setting for pressure and wipe. Bottom door guides should be fastened tight and replaced when panel may be moved in and out by 1/4" or more. Check and tighten non-vision or sight guards at each inspection. Car door contact should be adjusted to prevent the movement of the car unless the car door is 2" or less from full closure.

B) Car Door Safety Device should be checked quarterly for freedom of movement which will allow the safety device to operate with even a somewhat glancing blow, but not sloppy permitting it to rub against the door. Where there is a retractable projection at opening, it should be slightly in front of the door and should permit the door to be held in the open position with pressure on the edge, in closing, edge should permit door to reopen within 1-1/2" of full closure or less. Reopening action should be such that reversal of the door movement will occur at such a point or before the leading edge or the vane and doors are in the same plane, i.e. at or before the complete collapse of the edge. action contact line of edge should be free of cuts and bulges. Control contact cable and retracting cable, where used, should be held clear of sagging other moving parts. Maintain car door kinetic energy and door pressure within ASME A17.1 Code requirements at all times. Electronic door detectors are to be set to fault to the open position. Maintain door nudging within ASME A17.1 Code requirements.

- C) Door operator: Check, lubricate and adjust quarterly. Where geared operators are used, gear oil level should be checked and the unit cleaned, flushed and refilled within every five years. Opening motion should be at designated speed with smooth start, slowdown and stop, with particular care being taken to avoid drag in the opening action as the door reaches full open position. Drag at this point can prevent full opening of the door and drop out of the opening relay preventing the door from closing. Closing time should be adjusted to the requirements of ASME A17.1 code, considering the weight and speed's effect on the kinetic energy developed. Closing adjustment should permit door reversal within travel of the saf-t-edge, as described above and without drift.

4. Control:

A) Regular inspection and adjustment as outlined here in before. The effects of control fault can be most easily detected for individual car operation by riding the unit and observing operation. At each scheduled control inspection the operation of the relays in the panel in normal service can suggest trouble areas, erratic relay operation or contact sparking. If the control includes solid-state modules or cards these should be checked periodically for loose clips, cold solder joints and open circuits. Touch-up adjustment suggested by these observations can frequently avoid drift off of adjustment and a major tune up, or failure of a more serious nature. Mechanical check of relay operation can best be done with power off testing contact pressure and wipe, as well as friction where relays appear sluggish. At first power cut off check frequent operating relays for overheating by touch. This should be done particularly for relays in the circuit where undue sparking is apparent. At the same time transformers and rectifiers should be checked for heat. The rectifier voltage should be periodically checked and compared to posted values, confirming periodic check and recording variation, if any. Contacts should be found to be clean if contact wipe is sufficient and they should only be dressed if they have developed ridges, blisters, or if they are excessively pitted. Should this condition be beyond correction they should be replaced. On occasion pins or relay fulcrum points may give rough or sluggish relay action and may need slight lubrication or dressing. Proper valves of timing relays should be posted on the control cabinet or panel and checked at control inspection schedule. Particular attention should be paid to all overload and phase failure relays where they are used checking adjustment and freedom of movement. A log of corrections and adjustments of each controller, studied at each scheduled inspection can be a time saver in clearing troubles and preventative maintenance adjustment. Contractor is advised that any burnout and/or fire damage to the elevator equipment due to normal equipment malfunctions or negligence in service or repair is the contractor's responsibility.

- B) Selector: Operation should be observed every two weeks, lubricating the traveling nut carriage bearings, cams, and shafts as needed, and the ball bearings, hinge pins and lever pins, and the leveling switch magnet cores ever 6 months, with the leveling switch rollers to be lubricated every 2 months. Tapes should be lubricated every 3 months and cleaned as required.

5. Valve and power unit:

- A) Valve adjustment is only required when trouble is encountered with control contact and valve coil failures, and is the first area to check. Strainer should be checked on a quarterly basis, with oil level checked each visit. The condition of the oil, clarity, color and odor should be checked each year or in the event of excessive leveling and speed adjustment problems. Any evidence of moisture in the oil suggests replacement, clarity, a cloudy oil should be filtered and the filtering sequence repeated at least once several days later to make sure the residual oil in the cylinder circulates and is also filtered. Change in odor or color suggests that a chemical analysis is needed. Check the condition of belts and their tension on the power unit on a quarterly basis. In the event oil is discovered by seeping through the packing re-introduced, the contractor is to check for clarity.
- B) Motor: Check bearings for heating and lubrication every four weeks. Clean and blow out annually, check insulation of coils and apply insulating paint every three years. Dry and brittle insulation can result in a burn and fire. It must be remembered that coils in motors that are in stock can get brittle and their insulation should be examined and restored as needed.

6. Cupped Equipment:

- A) Jack unit and piping: Plunger and guide bearing, packing gland, casing gasket, packing and piping system including valves should be checked quarterly and adjusted and repaired as required. It is understood that the casing, underground piping and un-accessible wall lines in wall and ceiling are not an obligation of the contractor.
- B) Cupped switches: Should be checked for contact pressure, wear and wipe, quarterly where involved in the landing of the elevator, annually for all safety equipment, such as, slowdown and limits.

- C) Guides and guide shoes: Should be checked monthly for lubrication, wear and condition. Oilers should be filled as required. Rails should be examined for possible scoring and redressed if necessary. If roller guides are used they should be checked and lubricated as necessary, if there are sign or wear, deterioration or rough surfaces, new rollers should be installed to replace those removed.
- D) Car and corridor stations: Should be opened up each year for cleaning and switches each examined for positive action, contact pressure, wipe and wear. All connections should be checked to see that they are tight.

XV. MAINTENANCE PROCEDURES

Minimum equipment performance standards and preventative maintenance required under this contract:

Frequency of inspection shall be as follows: Semi-Monthly Each inspection must be signed for by the University Maintenance Department representative!

Geared passenger elevators:

1. Specific equipment performance standards

- A) Call backs: Nominally 4 to possibly 6, excluding nuisance calls, per year average.
- 2. Minimum expected periodic service check, oil, or adjust:
 - A) Weekly: Ride each car, check operation and correct problems found.
 - B) Every two weeks: Observe operation of control, selector, machine, brake, motor, mg set, SCR or VVVF drives, clean and adjust as needed. Check lubrication of machine, motor, mg set, and overhead sheaves.
 - C) Every four weeks: Check lubrication of door operators and selectors.
 - D) Every 13 weeks: Check waiting times on corridor calls, test and record rectifier voltages of control supply, check adjustments and operation of car doors and door operator adjustment and check hoist-way doors. Check all hoist ropes, lubricate and adjust as required. Lubricate selector tapes or steel air cords and clean as needed.
 - E) Every 26 weeks: Lubricate (graphite/slip it) pushbutton guides, check overload relays and mark tripping time and date on tag and fasten to relay. Clean and examine electronic door detectors, roller guide shoes, lubricate, adjust and replace worn or damaged ones.
 - F) Every 52 weeks: Clean and check all control stations, car and corridor, clean and check hoist-way switches, controllers selectors including all electrical connections for tightness, burning or oxidation. Check all safety equipment to see that it operates freely and lubricate if needed. Full speed brake check, oil, and adjustment, check worm and gear clearance.
 - G) Other: Machine should be drained, flushed, and refilled each year and half, and the door operator gear case every 4 years.

3. Door and door operation: Frequency of inspection and adjustment shall be covered hereafter.

- A) Car and hoist-way doors: Clean and lubricate track and hangers as needed. Check back-plate and hanger to door fastenings, and relating devices, to insure tightness. Check up-thrust adjustment and fastening (normal 0.010" to track), should clearance exceed 0.035 " it should be readjusted . Check and lubricate the door closing device, check fastening, set closing adjustment to permit the doors to close without power and without interfering with the action of the car door safety devices during door reversal. Door interlock adjustment should be set to permit the latch to drop within 3/8" but preferable less if full closure can be obtained. Check contact setting for pressure and contact wipe. Bottom door guides should be fastened tight and replaced when the panel may be moved in and out by 1/4" or ore. Check and tighten non-vision wings or sight guards at each inspection. Car door contact should prevent movement of the car unless the car door is 2" or less from being fully closed.
- B) Car Door Safety Device should be checked quarterly for freedom of movement which will allow the safety device to operate with even a somewhat glancing blow, but not sloppy permitting it to rub against the door. Where there is a retractable projection at opening, it should be slightly in front of the door and should permit the door to be held in the open

position with pressure on the edge, in closing, edge should permit door to reopen within 1-1/2" of full closure or less. Reopening action should be such that reversal of the door movement will occur at such a point or before the leading edge or the vane and doors are in the same plane, i.e. at or before the complete collapse of the edge. action contact line of edge should be free of cuts and bulges. Control contact cable and retracting cable, where used, should be held clear of sagging other moving parts. Maintain car door kinetic energy and door pressure within ASME A17.1 Code requirements at all times. Electronic door detectors are to be set to fault to the open position. Maintain door nudging within ASME A17.1 Code requirements.

- C) Door operator: Check, lubricate, and adjust quarterly. Where gear operators are used, gear oil level should be check and the unit cleaned and flushed and refilled with in five years. Opening motion should be at designed speed with smooth start, slowdown and stop, with particular care being taken to avoid drag in the opening action as the door reaches full open position. Closing time should be adjusted to limit kinetic energy to that specified by the current code, permit reversal with in travel and to avoid drift after the electronic car door safety devices has been activated.

4. Control:

- A) Regular inspection and adjustment as outlined here in before. The effects of control fault can be most easily detected for individual car operation by riding the unit and observing operation. At each scheduled control inspection the operation of the relays in the panel in normal service can suggest trouble areas, erratic relay operation or contact sparking. If the control includes solid-state modules or cards these should be checked periodically for loose clips, cold solder joints and open circuits. Touch-up adjustment suggested by these observations can frequently avoid drift off of adjustment and a major tune up, or failure of a more serious nature. Mechanical check of relay operation can best be done with power off testing contact pressure and wipe, as well as friction where relays appear sluggish. At first power cut off check frequent operating relays for overheating by touch. This should be done particularly for relays in the circuit where undue sparking is apparent. At the same time transformers and rectifiers should be checked for heat. The rectifier voltage should be periodically checked and compared to posted valves, confirming periodic check and recording variation, if any. Contacts should be found to be clean if contact wipe is sufficient and they should only be dressed if they have developed ridges, blisters, or if they are excessively pitted. Should this condition be beyond correction they should be replaced. On occasion pins or relay fulcrum points may give rough or sluggish relay action and may need slight lubrication or dressing. Proper valves of timing relays should be posted on the control cabinet or panel and checked at control inspection schedule. Particular attention should be paid to all overload and phase failure relays where they are used checking adjustment and freedom of movement. A log of corrections and adjustments of each controller, studied at each scheduled inspection can be a time saver in clearing troubles and preventative maintenance adjustment. Contractor is advised that any burnout and/or fire damage to the elevator equipment due to normal equipment malfunctions or negligence in service or repair is the contractor's responsibility.
- B) Selector: Operation should be observed every two weeks, lubricating the traveling nut carriage bearings, cams, and shafts as needed, and the ball bearings, hinge pins and lever pins, and the leveling switch magnet cores ever 6 months, with the leveling switch rollers to be lubricated every 2 months. Tapes should be lubricated every 3 months and cleaned as required.

5. Machine Motors, and Motor Generator Sets:

- A) Machine should be checked every two weeks for oil leakage, throwing away the oil which as dripped from the worm gland (some oil leakage at the gland prevents galling the work shaft) check the work gear clearance at the time the brake is dismantled by turning the brake drum to see how for it may be moved before drive sheave moves. On machines which can be reset, gear or worm may have to be recalibrated which should be done on those machines where the movement is 1/2 to 1 " i.e. when clearance between worm and gear (normally 0.005") exceeds 0.075". Gear rock is virtually impossible to take out by recalibration and can only get worse. Also note when clearance can no longer be taken up, as we can no longer lower the gear, gear rock cannot be eliminated, and the replacement is inevitable. (worms and gears are not shelf times and require 3 to 6 months lead time). Clean, flush, and replace worm gear oil every 1-1/2 years, examine oil wiper between drive sheave and gear inside the machine to reduce oil seepage to drive sheave. Drive sheaves may be re-grooved but never so deep that the metal below the groove is less than 1/2". If there is any chance that cutting the groove might be getting close to the 1/2" minimum the sheave should be replaced.
- B) Machine Brake: Should be thoroughly cleaned, lubricated, and checked for freedom of operation, at least once a year. Since this requires dismantling for thorough inspection and lubrication, counterweights should be landed. The brake should be set to handle 125 % of full load and was so set at initial adjustment. To retain this setting , compressed length of the brake springs should be measured before dismantling and restored in reassembly. This length should be checked periodically and the

spring/springs readjusted as the shoes are brought closer to the brake pulley to compensate for brake lining wear. Lining should be replaced before wear reaches a point where the drum could be scored. Check operating armature and its guide for excessive wear to avoid erratic brake operation.

- C) Motor MG Set: Check bearings for heating and lubrication every two weeks, check brushes and commutators for wear and color. Care should be exercised in brush wear, brush pressure and the type brushes used. Using the wrong brushes, the wrong pressure and allowing brushes to get too short will cause excessive wear on the commutator bars and eventually require turning and undercutting. Clean and blow out the carbon buildup annually, check insulation of coils and apply insulating paint every three years. Dry and brittle insulation can result in a burn out and fire. It must be remembered that coils in stock can get brittle and their insulation should be examined and restored as needed.
6. Hoist-way Equipment:
- A) Car and corridor stations: Should be opened up each year for cleaning and the switches each examined for positive action, contact pressure, wear and wipe. All connections should be checked to see that they are tight.
 - B) Hoist-way Switches: Should be checked for contact pressure, wear, and wipe, quarterly where involved in the landing of the elevator, annually for all safety equipment, slowdown and limits.
- C) Safety Equipment: Should be checked for freedom of movement yearly and lubricated as required, with governor and its tension sheave lubricated each quarter, oil buffers should be checked for oil level yearly. Note: Should water level in pit rise above buffer reservoir, buffers should be drained, flushed, and refilled.
 - D) Overhead Deflector Sheaves: Check lubrication and grooves annually, same stipulation to re-grooving and groove depth as for drive sheaves.
 - E) Guide rails and roller guides: Should be cleaned annually, roller guides adjusted to rail where this is applicable, check guide oilers and refill as required where they are used. Should a safety have set for any reason, rail should be examined carefully for possible scoring and filed as needed.
 - F) Cables: Should be examined every 13 weeks. Control cables for cover deterioration which may be corrected by re-taping unless the individual wire insulation is affected or major portions of the cable insulation are brittle. If wires are exposed the traveling conductors or control cables should be replaced. When re-taping a portion of a control cable, it should be done in such a manner that the ends of the tape do not become loose and hang down where they may become caught on an object in the hoistway. Guards or pads may be required to cover points which may cause traveling conductor abrasion. If this precaution is taken after your original survey an expensive replacement and time consuming repair might be avoided. Governor and hoist cables (hoist ropes) should be examined for breaks, particularly in the valley of the cable or rope which could indicate internal breakage and ultimate strand separation. Hoist cables (hoist ropes) may need cleaning and on occasion dressing with rope lubricant. Governor cables (governor ropes) should not be lubricated so as to assure consistent setting of the governor trip. If there is any sign of any deterioration of the governor rope, a new rope should be installed and the safety device tested to be certain that the new rope functions properly.

XVI. MINIMUM EQUIPMENT PERFORMANCE STANDARDS AND PREVENTIVE PREVENTIVE MAINTENANCE REQUIRED UNDER THIS CONTRACT

Other geared units:

Frequency of Inspections: Semi-Monthly. Each inspection to be signed for by the University's representative!

- 1. Call-back standards: Nominally expected 4 per year to 8 excluding nuisance calls.
 - 2. Minimum expected periodic servicing, checking and adjustments.
- A) Every two weeks: Ride the car, observe operation of control, SCR/VVVG drives, machine, brake and motor. Clean and adjust as needed, check lubrication of machine and motor.

- B) Every 13 weeks: Test and record rectifier-voltages of control supply, normal landing switches and door operator.
 - C) Every 26 weeks: Check governor and governor tail sheave lubrication, all cables, adjust and lubricate as required. Clean and examine saf-t-edge, guide shoes, lubricate and adjust as needed.
 - D) Every 52 weeks: Clean oil and adjust all door hangers, check all control switches in hatch, including car and corridor stations. Thoroughly check all control parts in machine room, brake, machine, check gear clearance. Make sure all electrical connections are tight.
 - E) Other: Machine should be drained, flushed and refilled every two years and the door operator every 4 years.
3. Doors and door operation: Frequency of inspections and adjustment shall be as herein before.
- A) Car and Hoist-way Doors: Clean and lubricate tract and hangers as needed. Check back-plate and hanger to door fastenings, relating devices to insure tightness. Check up-thrust adjustment and fastening (nominal 0.010" to track), should clearance exceed 0.035 " it should be adjusted. Check tightness of relating devices. Door interlock adjustment to be set to permit the latch to drop within 3/8" or less of full closure. Check contact setting for pressure and contact wipe. Bottom door guiles should be fastened tight and replaced when panel may be moved in and out by 1/4" or more. Check and tighten non-vision wings/sight guards at each inspection. Final latch cam and spring adjustment to be set to fully close the door to locking position when within 1" to 1-1/2" of full closure. Car door contact should be set to prevent car movement unless door is 2" or less from full closure.
 - B) Car Door Safety Device should be checked quarterly for freedom of movement which will allow the safety device to operate with even a somewhat glancing blow, but not sloppy permitting it to rub against the door. Where there is a retractable projection at opening, it should be slightly in front of the door and should permit the door to be held in the open position with pressure on the edge, in closing, edge should permit door to reopen within 1-1/2" of full closure or less. Reopening action should be such that reversal of the door movement will occur at such a point or before the leading edge or the vane and doors are in the same plane, i.e. at or before the complete collapse of the edge. Action contact line of edge should be free of cuts and bulges. Control contact cable and retracting cable, where used, should be held clear of sagging other moving parts. Maintain car door kinetic energy and door pressure within ASME A17.1 Code requirements at all times. Electronic door detectors are to be set to fault to the open position. Maintain door nudging within ASME A17.1 Code requirements.
 - C) Door operator: Check, lubricate, and adjust quarterly. Where gear operators are used, gear oil level should be check and the unit cleaned and flushed and refilled with in five years. Opening motion should be at designed speed with smooth start, slowdown and stop, with particular care being taken to avoid drag in the opening action as the door reaches full open position. Closing time should be adjusted to limit kinetic energy to that specified by the current code, permit reversal with in travel and to avoid drift after the electronic car door safety devices has been activated.
4. Control:
- A) Regular inspection and adjustment as outlined here in before. The effects of control fault can be most easily detected for individual car operation by riding the unit and observing operation. At each scheduled control inspection the operation of the relays in the panel in normal service can suggest trouble areas, erratic relay operation or contact sparking. If the control includes solid-state modules or cards these should be checked periodically for loose clips, cold solder joints and open circuits. Touch-up adjustment suggested by these observations can frequently avoid drift off of adjustment and a major tune up, or failure of a more serious nature. Mechanical check of relay operation can best be done with power off testing contact pressure and wipe, as well as friction where relays appear sluggish. At first power cut off check frequent operating relays for overheating by touch. This should be done particularly for relays in the circuit where undue sparking is apparent. At the same time transformers and rectifiers should be checked for heat. The rectifier voltage should be periodically checked and compared to posted values, confirming periodic check and recording variation, if any. Contacts should be found to be clean if contact wipe is sufficient and they should only be dressed if they have developed ridges, blisters, or if they are excessively pitted. Should this condition be beyond correction they should be replaced. On occasion pins or relay fulcrum points may give rough or sluggish relay action and may need slight lubrication or dressing. Proper valves of timing relays should be posted on the control cabinet or panel and checked at control inspection schedule. Particular attention should be paid to all overload and phase failure relays where they are used checking adjustment and freedom of movement. A log of corrections and adjustments of each controller, studied at each scheduled inspection can be a time saver in clearing troubles and preventative

maintenance adjustment. Contractor is advised that any burnout and/or fire damage to the elevator equipment due to normal equipment malfunctions or negligence in service or repair is the contractor's responsibility.

- C) Selector: Operation should be observed every two weeks, lubricating the traveling nut carriage bearings, cams, and shafts as needed, and the ball bearings, hinge pins and lever pins, and the leveling switch magnet cores every 6 months, with the leveling switch rollers to be lubricated every 2 months. Tapes should be lubricated every 3 months and cleaned as required.

5. Machines and Motors:

- A) Machine: Should be checked every three weeks for oil leakage, throwing away oil which has dripped from worm gland (some oil seepage at the gland prevents galling worm shaft). Check worm and gear clearance at the time the brake is dismantled by turning the brake drum to see how far it may move before the drive sheave moves. On machines which can be reset, gear should be lowered when this movement exceeds 1/4" when the movement exceeds this value, gear or worm may have to be re-operated which should be done on those machines where the movement is 1/2" to 1", i.e., when clearance between worm and gear (normally 0.005") exceeds 0.075" gear rock is virtually impossible to take out by reoperation and can only get worse. Also note when clearance can no longer be taken up as we can no longer lower the gear, gear rock and replacement is inevitable. (worms and gears are not shelf items and require 3 to 6 months lead time). Clean, flush and replace worm gear oil every 1-1/2 years, examine oil wiper between drive sheave and gear inside the machine to reduce oil seepage to drive sheave. Drive sheaves may be re-grooved but never if the re-grooving will approach the depth of leaving less than 1/2" of solid metal below the groove.
- B) Machine Brake: Should be thoroughly cleaned, lubricated and checked for freedom of operation, at least once a year. Since this requires dismantling for a thorough inspection and lubrication, counterweights should be landed. The brake should be set to handle 125 % of full load and was so set as initial adjustment. To retain this setting, compressed length of the brake springs should be measured before dismantling and restored in reassembly. This length should be checked periodically and spring/springs readjusted as the shoes are brought closer to the brake pulley to compensate for brake lining wear. Lining should be replaced before the wear reaches a point where the drum could be scored. Check operating armature and its guide for excessive wear to avoid erratic brake operation.
- C) Motor MG Sets: Check bearings for heating and lubrication every two weeks. Care should be exercised in brush wear and the type brushes used. Blow the units out yearly, check insulation, and repaint with insulating varnish every three years. Dry and brittle insulation can result in a burn out and fire. It must be remembered that coils in stock can get brittle and their insulation should be examined and restored as needed. It must be remembered that a fire originating in the apparatus is your responsibility.

6. Hoist-way Equipment:

- A) Hoist-way Switches: Should be checked for contact pressure, wear and wipe quarterly where involved in the landing of the elevator, annually for all safety equipment, slowdown and limits.
- B) Safety Equipment: Should be checked for freedom of movement yearly and lubricated as required, with governor and tension sheave lubricated each quarter, oil buffers should be checked for oil level yearly. Note: Should water level in pit rise above buffer reservoir, buffers should be drained, flushed and refilled.
- C) Overhead and Deflector Sheaves: Check lubrication and grooves annually, same stipulation to re-grooving as groove depths for drive sheaves.
- D) Guide rails and roller guides: Should be cleaned and checked annually, roller guides adjusted to rail where this is applicable. Check guide oilers and fill as required where they are used. Should a safety have set for any reason, rails should be examined carefully for possible scoring.
- E) Car and Corridor Stations: Should be opened each year for cleaning and the switches each examined for positive action, contact pressure, wear and wipe. All connections should be checked to see that they are tight.

- F) Cables: Should be examined every 13 weeks. Control cables for cover deterioration which may be corrected by re-taping unless the individual wire insulation is affected or major portions of the cable insulation are brittle. If wires are exposed the traveling conductors or control cables should be replaced. When re-taping a portion of a control cable, it should be done in such a manner that the ends of the tape do not become loose and hang down where they may become caught on an object in the hoistway. Guards or pads may be required to cover points which may cause traveling conductor abrasion. If this precaution is taken after your original survey an expensive replacement and time consuming repair might be avoided. Governor and hoist cables (hoist ropes) should be examined for breaks, particularly in the valley of the cable or rope which could indicate internal breakage and ultimate strand separation. Hoist cables (hoist ropes) may need cleaning and on occasion dressing with rope lubricant. Governor cables (governor ropes) should not be lubricated so as to assure consistent setting of the governor trip. If there is any sign of any deterioration of the governor rope, a new rope should be installed and the safety device tested to be certain that the new rope functions properly.

XVII. MINIMUM EQUIPMENT PERFORMANCE STANDARDS AND PREVENTATIVE MAINTENANCE REQUIRED UNDER THIS CONTRACT

Frequency of Inspections : Monthly Each inspection must be signed for by the University Maintenance Department representative!

Hydraulic freight elevators, sidewalk lifts:

1. Call-backs: Nominally 4 to possible 6 per year average excluding nuisance calls.
2. Minimum expected periodic service, check and adjustment:
 - A) Every four weeks: Ride or move the unit while observing operation; adjust as needed.
 - B) Every 13 weeks: Check freight doors and their operation and adjustment.
 - C) Every 52 weeks: Clean, oil and adjust all cupped doors, check control and control stations, make sure all electrical connections are tight. Check oil level and condition.
3. Freight Bi-Parting Doors: check at frequency established above. Interlocks should be set so that latch will prevent door opening of no greater than 3/4" at any point. Car gates should prevent movement of the car unless the gate is within 2" or less of full closure. Check guide fastenings and maintain at least 1/2" to 1 "of track engagement. The side play of the door should be maintained at a minimum to avoid racking.
4. A) Regular inspection and adjustment as outlined here in before. The effects of control fault can be most easily detected for individual car operation by riding the unit and observing operation. At each scheduled control inspection the operation of the relays in the panel in normal service can suggest trouble areas, erratic relay operation or contact sparking. If the control includes solid-state modules or cards these should be checked periodically for loose clips, cold solder joints and open circuits. Touch-up adjustment suggested by these observations can frequently avoid drift off of adjustment and a major tune up, or failure of a more serious nature. Mechanical check of relay operation can best be done with power off testing contact pressure and wipe, as well as friction where relays appear sluggish. At first power cut off check frequent operating relays for overheating by touch. This should be done particularly for relays in the circuit where undue sparking is apparent. At the same time transformers and rectifiers should be checked for heat. The rectifier voltage should be periodically checked and compared to posted values, confirming periodic check and recording variation, if any. Contacts should be found to be clean if contact wipe is sufficient and they should only be dressed if they have developed ridges, blisters, or if they are excessively pitted. Should this condition be beyond correction they should be replaced. On occasion pins or relay fulcrum points may give rough or sluggish relay action and may need slight lubrication or dressing. Proper values of timing relays should be posted on the control cabinet or panel and checked at control inspection schedule. Particular attention should be paid to all overload and phase failure relays where they are used checking adjustment and freedom of movement. A log of corrections and adjustments of each controller, studied at each scheduled inspection can be a time saver in clearing troubles and preventative maintenance adjustment. Contractor is advised that any burnout and/or fire damage to the elevator equipment due to normal equipment malfunctions or negligence in service or repair is the contractor's responsibility.

- B) Selector: Operation should be observed every two weeks, lubricating the traveling nut carriage bearings, cams, and shafts as needed, and the ball bearings, hinge pins and lever pins, and the leveling switch magnet cores ever 6 months, with the leveling switch rollers to be lubricated every 2 months. Tapes should be lubricated every 3 months and cleaned as required.
5. Valves and Power Unit: Valve adjustment is only required when trouble is encountered, with control contact and valve coil failures, the first areas to check are the contacts and relays in the circuitry of this function. Strainers should be checked on a quarterly basis, with oil level check at each visit. The condition of oil, clarity, color and odor should be checked every year, or in the event of speed and landing difficulty occurring frequently. Any evidence of moisture suggests replacement. When there is poor clarity or the oil is cloudy, it should be filtered and the filtering sequence should be repeated at least once, a week or two later, to make sure that the residual oil in the cylinder circulates and is also filtered. Change in odor or color, suggest that a chemical analysis is needed. Check the condition if belts (if any) on the power unit semi-annually. Should oil seeped through packing be reintroduced, it should be checked clarity.
6. Motor: Check bearings for heating and lubrication every four weeks. Clean and blow out annually, check insulation of coils and apply insulating paint every three years. Dry and brittle insulation can result in a burn and fire. It must be remembered that coils in motors that are in stock can get brittle and their insulation should be examined and restored as needed.
7. Cupped Equipment:
- A) Jack Unit and Piping: Plunger and guide bearings, packing gland, casing gasket, packing and piping system including valves should be checked semi-annually. Poor conditions and leaks should be corrected or repaired as needed. It is understood that the casing, underground piping, inaccessible wall lines in wall and ceiling are not the obligation of the contractor.
- B) Guide Rails: Should be cleaned and checked annually. Check guide oilers (where they are used) and refill as required.
8. Lubricants: All lubricants utilized by the contractor shall comply with the original equipment manufacturer's recommended specifications.

XVIII. MINIMUM EQUIPMENT PERFORMANCE STANDARDS AND PREVENTATIVE MAINTENANCE REQUIRED UNDER THIS CONTRACT

Frequency of Inspections : Monthly Each inspection must be signed for by the University Maintenance Department representative!

HANDICAPPED LIFTS:

1. SPECIFIC EQUIPMENT PERFORMANCE STANDARDS:

- a. Call Backs: Nominally 2 to possibly 3, excluding nuisance calls, per year average.

2. Minimum Expected Periodic Service Check, Oil, or Adjust:

- a. Monthly: Contact the building manager or building representative and ask him if he has any comments on the performance of the Handicapped Lift equipment. Investigate any reports of a faulty operation. Ride each lift, observe operation of control, leveling, drive screw, drive race, motor, riding quality, car stop and start, door movement operation, and screw lubrication; correct problems found.
- b. Every 13 Weeks: Check landing switches, check all control switches in the hatch, including car and corridor stations, floating platform switch, drive motor belts. Check guide lubricators and lubrication. Examine unit for loose parts, screws, bolts, pins, bearings, cams and rollers. Examine the trail cable for wear and alignment. Check operation of contacts and adjust or replace as necessary. Check car and hoistway doors.
- c. Every 26 Weeks: Observe the operation of the car guides. Inspect that all retainers are in their proper location. Lubricate (graphite/slipit) pushbutton guides or key operated switches, check overload relays and mark tripping time and date on tag and fasten to relay. Clean pits.
- d. Every 52 Weeks: Thoroughly check all control parts in the machine room. With the main line switch out, operate each contactor and relay by hand. See that rivets and screws are tight, air gap is not excessive and that there is no friction existing. Inspect hinge pins and stop plates replacing those which are worn. Examine shunts, replace those which are frayed or otherwise indicate they may soon break down. Examine all traveling cables. If there is evidence of wear due to rubbing against enclosures or the car platform, action must be taken to protect cables from further damage. Examine to be sure the travel cable does not strike the pit floor and that the loop travels throughout the hoistway without any twisting motion or interference. Make sure that all electrical connections are tight. Clean and check all control stations, car and corridor. Clean and check hoistway switches, controller, including all electrical connections for tightness, burning or oxidation, Check all safety equipment to see that it operates freely and lubricate if needed. Lubricate and adjust as necessary. Check drive motor belts and sheaves for alignment and wear. Perform all required safety tests.

3. Control:

- a. Regular inspection and adjustment as outlined here in before. The effects of a control fault can most easily be detected for individual car operation by riding the unit and observing operation. At each scheduled controller inspection, check the operation of the relays in the controller panel during normal service. This can detect trouble areas, erratic relay operation or contact sparking. If the control includes solid-state modules or cards these should be checked periodically for loose clips, cold solder joints and open circuits. Touch-up adjustment suggested by these observations can frequently avoid failures of a more serious nature. Mechanical check of relay operation can best be done with power off testing contact pressure and wipe, as well as friction where relays appear sluggish. At first power cut off check frequently operating relays for overheating by touch. This should be done particularly for relays in the circuit where undue sparking is apparent. At the same time transformers and rectifiers should be periodically checked and compared to posted values, confirming periodic check and recording variation, if any. Contacts should be found to be clean if contact wipe is sufficient and they should only be dressed if they have developed ridges, blisters, or if they are excessively pitted.

Should this condition be beyond correction, they should be replaced. On occasion, pins or relay fulcrum points may give rough or sluggish relay action and may need slight lubrication or dressing.

Proper values of timing relays should be posted on the control cabinet or panel and checked at control inspection schedule. Particular attention should be paid to all overload and phase failure relays where they are used for checking adjustment and freedom of movement. A log of corrections and adjustment of each controller, studied at each scheduled inspection, can be a time saver in clearing troubles and preventive maintenance adjustment. The Contractor is advised that any burn out, including fire, which originates in his apparatus through its failure is his responsibility.

4. Hoist-way Equipment:

- a. Car and corridor stations: Should be opened up each year for cleaning and each switches examined for positive action, contact pressure, wear and wipe, All connections should be checked to see that they are tight.
- b. Hoist-way Switches: Should be checked for contact pressure, wear, and wipe, quarterly where involved in the landing of the Elevator, annually for all safety equipment, slow down and limits.
- c. Safety Equipment: Should be checked for freedom of movement yearly and lubricated as required..
- d. Sheaves: Check lubrication and grooves annually.

END OF SPECIFICATION

BUILDING ADDRESSES

MAIN CAMPUS ADDRESS – 906 East First Street Thibodaux, LA 70301

Ellender Residence Hall
201 Afton Drive
Thibodaux, LA 70301

John L. Guidry Stadium
331 Alumni Drive
Thibodaux, LA 70301

Hill Hall
105 Ellendale Drive
Thibodaux, LA 70301

Callais Student Recreation Center
147 Bowie Road
Thibodaux, LA 70301

Talbot Hall
106 Ellendale Drive
Thibodaux, LA 70301

Betsy Cheramie Ayo Hall
200 Ardoyne Drive
Thibodaux, LA 70301

Ellender Library *Elevators to be added to contract*
106 Leighton Drive
Thibodaux, LA 70301

Scholars Residence Hall
303 Audubon Drive
Thibodaux, LA 70301

White Hall
128 Glenwood Drive
Thibodaux, LA 70301

Millet and Zeringue Residence Halls
130 Bowie Road
Thibodaux, LA 70301

Elkins Hall
906 East First Street
Thibodaux, LA 70301

Kilgen Hall
201 Alumni Drive
Thibodaux, LA 70301

Peltier Hall
207 Madewood Drive
Thibodaux, LA 70301

Didier Baseball Stadium
331 Colonels Drive
Thibodaux, LA 70301

Bayou Region Incubator (BRI) Building *Elevator to be added to contract*
203 West Second Street
Thibodaux, LA 70301

**BID FORM
NICHOLLS STATE UNIVERSITY
ELEVATOR MAINTENANCE CONTRACT
PAGE 1 OF 4**

PROPOSED UNITS OF VERTICAL TRANSPORTATION INCLUDED IN OUR BID

1. EC ELECTRIC TRACTION PASSENGER ELEVATOR ELLENDER RESIDENCE HALL GEARED ELEVATOR

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

2. ESCO OIL-HYDRAULIC PASSENGER ELEVATOR, HILL HALL (Formerly known as College of Education Bldg.)

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

3. OTIS PIANO LIFT FREIGHT ELEVATOR SERIAL NUMBER C-4512, TALBOT HALL

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

4. ESCO OIL-HYDRAULIC PASSENGER ELEVATOR SERIAL NUMBER K-846568, WHITE HALL

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

5. ESCO OIL-HYDRAULIC PASSENGER ELEVATOR SERIAL NUMBER C-83-6337, ELKINS HALL

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

6. INCLINATOR COMPANY OF AMERICA LIFTETTE VERTICAL WHEELCHAIR LIFT
SERIAL NUMBER 95-118-L, TALBOT HALL

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

7. DOVER HYDRAULIC PASSENGER ELEVATOR SERIAL NUMBER, EM1470, HILL HALL (Formerly know as College of Education Bldg.)

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

8. DOVER HYDRAULIC PASSENGER ELEVATOR SERIAL NUMBER, EM1471, PELTIER HALL

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

9. NORTHERN HYDRAULIC PASSENGER ELEVATOR, SERIAL NUMBER 998672, BETSY CHERAMIE AYO HALL

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

10. NORTHERN HYDRAULIC PASSENGER ELEVATOR, SERIAL NUMBER 998673, BETSY CHERAMIE AYO HALL

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

11. THYSSENKRUPP HYDRAULIC PASSENGER ELEVATOR SERIAL NUMBER EY5357 SCHOLARS HALL

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

12. THYSSENKRUPP HYDRAULIC PASSENGER ELEVATOR SERIAL NUMBER EY5356 MILLET HALL

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

**BID FORM
NICHOLLS STATE UNIVERSITY
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PAGE 2 OF 4**

13. THYSSENKRUPP HYDRAULIC ELEVATOR SERIAL NUMBER EY5355 ZERINGUE HALL

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

14. INCLINE WHEELCHAIR PLATFORM LIFT PELTIER HALL AUDITORIUM
THYSSEN KRUPP MFG DATE 04/10 SERIAL NUMBER 04101LAC200055BB

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

15. PORCH-LIFT VERTICAL PELTIER HALL AUDITORIUM HANDICAP PLATFORM STAGE LIFT

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

16. KONE DRIVE RAIL NO. 20308169 TALBOT HALL LIFT #: KM602730G0242 SERIAL NO. 382060-120

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

17. THYSSEN KRUPP HYDRAULIC PASSENGER LIFT, KILGEN HALL SERIAL NO. EAC449, MFG DATE 2009
(Formerly know as College of Science and Technology Bldg.)

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

18. KONE ELEVATOR GUIDRY STADIUM SERIAL NO. 2034135

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

19. KONE ELEVATOR CALLAIS RECREATION CENTER SERIAL NO. 488123-440

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

20. THYSSEN KRUPP TELESCOPIC HYDRAULIC MRL ELEVATOR – DIDIER BASEBALL FIELD STADIUM

\$_____ per month X 12 MONTHS = ANNUAL TOTAL \$_____

TOTAL NET LUMP SUM \$_____
(ADD ANNUAL TOTAL OF ITEMS 1 – 20)

**BID FORM
NICHOLLS STATE UNIVERSITY
ELEVATOR MAINTENANCE CONTRACT
PAGE 4 OF 4**

VENDOR SHALL QUOTE:

- A. PRICE UNIVERSITY WILL PAY AT YOUR HOURLY RATE ON EMERGENCY CALL-BACKS FOR THIS CONTRACT ONLY. THIS COST IS TO BE CALCULATED FOR BUDGET PURPOSES ONLY AS FOLLOWS:

\$_____ PER HOUR X 1 CALL-BACK PER YEAR X 22 (NUMBER OF ELEVATORS) X 4 HOURS PER CALL. = \$_____

THE ACTUAL HOURS REQUIRED MAY BE MORE OR LESS THAN THIS TOTAL.

- B. PRICE UNIVERSITY WILL PAY AT YOUR HOURLY RATE FOR STAND-BY COVERAGE FOR CHECK-IN DAY AT THE RESIDENCE HALLS (SCHOLARS HALL, ELLENDER HALL, MILLET HALL, ZERINGUE HALL). THIS OCCURS EACH SEMESTER AND IS ALWAYS ON SUNDAY.

\$_____ PER HOUR CHARGE

- B. PRICE UNIVERSITY WILL PAY AT YOUR HOURLY RATE FOR STAND-BY COVERAGE FOR FOOTBALL GAMES AT JOHN L. GUIDRY STADIUM. THIS OCCURS EACH FALL SEMESTER AND IS ON WEEKDAY NIGHTS OR SATURDAYS.

\$_____ PER HOUR CHARGE

BID SUBMISSION CHECKLIST

____ Certification statement w/original signature ____ Bid prices provided on the bid sheet(s) provided

____ Certificate of Insurance* ____ Illustrative literature for items offered as equivalent

BID SUBMISSION DEADLINE:

Bid submissions for this solicitation are **due on** _____ **at 3:00PM CST** – must be received electronically at bids@nicholls.edu. There are no exceptions to this deadline.

BID OPENING:

The public bid opening will take place on _____ **at 3:00PM CST** on Zoom, which is available for viewing by registering at: _____

ZOOM MEETING ID: _____ **PASSWORD:** _____

Opening of the bid submissions begins at five (5) minutes past the hour.

For further information about the bid or to view job/delivery site, prospective bidder is to email the Purchasing Staff Members Contact Information provided on page 1

BID SHEET (continued)

PAYMENT OF TAXES

Nicholls State University is exempt from all Louisiana state and local sales and use taxes and will not pay taxes delineated on invoices for items, services, or work under this solicitation or any other project. Nicholls State University is a tax-exempt State Agency. However, that tax-exempt status does not transfer to its contractors, subcontractors, suppliers or vendors for their use in purchasing materials to be procured under this solicitation.

ADDENDA ACKNOWLEDGEMENT(S)

BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA (if applicable):

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

ADDENDUM NO. _____ DATED: _____

FIRM NAME _____

SIGNED BY (signature) _____

SIGNED BY (printed) _____

Louisiana State Contractors License Number _____

Louisiana State Fire Marshal's License Number _____

By submitting your bid, you are acknowledging that you understand and agree that your company is capable of supplying the products/services in the timeline you have provided for the price(s) submitted in your bid.

Nicholls State University reserves the right to reject any or all bids submitted.

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Invitation to Bid (ITB), including any attachments.

OFFICIAL CONTACT. The University requests that the Bidder designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address _____

B. Telephone Number with area code: (____) _____

C. Facsimile Number with area code: (____) _____

Bidder certifies that the above information is true and grants permission to the University to contact the above-named person or otherwise verify the information provided. By its submission of this Proposal and authorized signature below, Bidder certifies that:

1. The information contained in its response to this ITB is accurate;
2. Bidder complies with each of the mandatory requirements listed in the ITB and will meet or exceed the requirements specified therein;
Bidder agrees to provide all tasks, services, and deliverables listed in Scope of Services for the total cost stated on Bid Form;
3. Bidder accepts the procedures, evaluation criteria, mandatory contract terms, and all other administrative requirements set forth in this ITB.
4. Bidder confirms that its bid will be considered valid until award is made.
5. In making this bid, each Bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.
6. Bidder certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)
7. **FEDERAL CLAUSES, IF APPLICABLE:** Should Federal Funds be utilized in this procurement transaction, the following clauses apply:
ANTI-KICKBACK CLAUSE- The contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.
CLEAN AIR ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.
ENERGY POLICY AND CONSERVATION ACT- The contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
CLEAN WATER ACT- The contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal Contracts, Grants or Loans of Facilities included on the EPA list of Violating Facilities.
ANTI-LOBBYING AND DEBARMENT ACT- The contractor will be expected to comply with Federal Statutes required in the Anti- Lobbying Act and the Debarment Act.

Professional Job Title: _____

Official Company Name: _____

Federal Identification Number: _____

Street Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Bidder's Authorized Representative: _____
(Signature MUST be HAND SIGNED and should be in Blue ink)

Date: _____

NOTICE TO BIDDERS:

- A. ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED, GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- B. PROCUREMENT OF DOMESTICS PRODUCT ACT: ITEMS MANUFACTURED IN THE UNITED STATES ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.
- A. In accordance with the Louisiana Revised Statute 39:1604, a preference of 10% may be allowed for materials, supplies, products, provisions, or equipment which are produced, manufactured, or assembled in Louisiana, as defined in R.S. 38:2251(A), and which are equal in quality to other materials, supplies, products, provisions.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than ten percent.
- (2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.

- B. In accordance with the Louisiana Revised Statute 39:1604.7, Procurement of Domestic Products Act, a preference of 5% may be allowed for materials, supplies, product, provisions, or equipment which are manufactured in the Unites States and which are equal in quality to other material, supplies, products, provisions, or equipment.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY ITEM NUMBER(S) _____

Specify location within the United States where this product is produced, manufactured, grown or assembled:

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference. This preference may be allowed if all of the following conditions are met:

- (1) The cost of such items does not exceed the cost of other items which are manufactured outside the United States by more than five percent.
- (2) The vendor of such items agrees to sell the items at the same price as the lowest bid offered on such items.
- (3) In cases where more than one bidder offers items manufactured in the United States which are within five percent of the lowest bid, the bidder offering the lowest bid on such items is entitled to accept the price of the lowest bid made on such items.
- (4) The vendor certifies that such items are manufactured in the United States.

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



- | | | | | |
|--------------------------------|-------------------------------|--|----------------------------------|--|
| 1. Alumni House | 14. Candles Hall | 27. Galliano Dining Hall | 39. Maintenance Buildings | 52. Soccer Complex |
| 2. Ayo Hall | 15. Chabert Hall | 28. Golf Complex | 40. Max Charter School | 53. Softball Field |
| 3. Ayo Swimming Pool | 16. Chick-Fil-A | 29. Gouaux Hall | 41. Millet Hall | 54. St. Thomas Aquinas Center (Chapel) |
| 4. Babington Hall/BTNEP/SLEC | 17. Cottillon Ballroom | 30. Greenhouse | 42. Pettier Hall | 55. Stophor Gymnasium |
| 5. Band Practice Field | 18. Didier Field (Baseball) | 31. Guidry Stadium | 43. Piccola Hall | 56. Talbot Hall |
| 6. Baptist Student Center | 19. Electrical Substation | 32. Hill Hall | 44. Powell Hall | 57. Tennis Courts |
| 7. Barker Hall | 20. Elkins Hall | 33. Historical Research Center D.H.T. | 45. President's Residence | 58. University Police (Information Center) |
| 8. Bollinger Student Union | 21. Ellender Hall | 34. Intramural Fields | 46. Pupil Appraisal Center | 59. University Printing & Design Services |
| 9. Bookstore | 22. Ellender Memorial Library | 35. Kilgen Hall | 47. Quadrangle | 60. White Hall/SBDC |
| 10. Boucvaert Athletic Complex | 23. Little Colonels Academy | 36. Leder Culinary Building | 48. Safety & Environmental Bldg. | 61. Zeringue Hall |
| 11. Brady Residential Complex | 24. Family Service Center | 37. Lindsey Hall (Music Annex) | 50. Scholars Hall | |
| 12. Calcasas Hall | 25. Football Practice Field | 38. Louisiana Center for Dyslexia & Related Learning Disorders | 51. Shaver Gymnasium | |



Nicholls State University

906 East First Street
Thibodaux, Louisiana 70301
1-877-NICHOLLS
www.nicholls.edu

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STANDARDIZED INSURANCE REQUIREMENTS FOR STATE AGENCY CONTRACTS

CHAPTER 6

INSURANCE AND INDEMNIFICATION

Before commencing work, the Other Party shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of **A-:VI or higher**. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance shall confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies. All cancellation notices shall name the Other Party and identify the agreement or contract number.

- A. **Workers Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per person/per disease. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. If A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
- B. **Commercial General Liability:** Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
- C. **Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. The ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for the following automobile coverage classes:
1. Owned automobiles
 2. Hired automobiles
 3. Non-owned automobiles
- Location of operations shall be "All Locations".
- Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.
- D. **Professional Liability:** **(If required)** Professional Liability shall have minimum limit of \$1,000,000. Claims-made coverage is acceptable. This coverage may be listed in the "Special Conditions" of the bid/contract.
- If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.
- E. All Certificates of Insurance of the Other Party shall reflect the following:
- 1) The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.
 - 2) The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable.
 - 3) The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.
- F. The following Indemnification Agreement shall be a provision of the contract:

The Other Party agrees to save and hold harmless, protect, defend, and indemnify the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Other Party, its agents, servants and

employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, employees and volunteers. The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false or fraudulent.

- G. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.
- H. All property losses caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- I. Neither the acceptance of the completed work nor payment shall release the Other Party from the insurance requirements and indemnification agreement obligations.
- J. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.
- K. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
 - 1. Payments to the Other Party may be withheld until the requirements have been met;
 - 2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
 - 3. The Agency may suspend, discontinue or terminate the contract.

EXHIBIT A
INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. **Workers Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. **Commercial General Liability:** Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.
3. **Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

- B. DEDUCTIBLES AND SELF-INSURED RETENTIONS:** Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
 - b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
 - c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.
2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages
 - a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
 - b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
 - c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for

assessments under any form of the policies.

- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS: All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS: Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY: In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT: Contractor agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

EXHIBIT E
INDEMNIFICATION AGREEMENT

The _____ {Contractor/Lessee} agrees to protect, defend, indemnify, save, and hold harmless, Nicholls State University, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of _____ {Contractor/Lessee}, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by _____ {Contractor/Lessee} as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

_____ {Contractor/Lessee} agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

Accepted by _____

Company Name

Signature

Title

Date Accepted _____

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract No. _____ for

Nicholls State University

State Agency Name

PURPOSE OF CONTRACT: _____

